

No. 17-17413

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

QUEEN OF THE VALLEY MEDICAL CENTER,

Appellant,

vs.

JILL COFFMAN, REGIONAL DIRECTOR OF REGION 20 OF THE
NATIONAL LABOR RELATIONS BOARD, FOR AND ON BEHALF OF THE
NATIONAL LABOR RELATIONS BOARD

Appellee.

Appeal From the US District Court – Northern District,
The Honorable Yvonne Gonzalez Rogers, No. 4-17-cv-05575-YGR

**APPELLANT QUEEN OF THE VALLEY MEDICAL CENTER'S
EXCERPTS OF RECORD
VOLUME 5
(PRELIMINARY INJUNCTION APPEAL –
NINTH CIRCUIT RULE 3-3)**

ELLEN BRONCHETTI (Bar No. 226975)
RONALD J. HOLLAND (Bar No. 148687)
PHILIP SHECTER (Bar No. 300661)
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San Francisco, California 94105-2933
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Attorneys for Appellant-Respondent
Queen Of The Valley Medical Center

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To: All Sterile Processing Staff

From: Diane Kriegel, Surgery Director

Date: March 15, 2017

Re: Follow-up of SPD Meeting Held 3/2/17

Thank you, SPD staff, for meeting with me and sharing your concerns about the department and your supervisor. You can feel confident that we heard what you had to say, we take it seriously, and by working together we will see on-going improvement in the near future. This is just the beginning.

Thank you also for taking time to consider the schedule I had proposed, providing your feedback, and making an effort to sort it out on your own. We have considered your submission and are currently unable to accept it as presented. Below are some criteria for moving forward:

1. We need all benefited Main SPD techs to work on Mondays, Tuesdays, and Fridays. This was not accomplished.
2. In the most recent version presented, a per diem tech was scheduled for more hours than defined by their work classification.
3. Due to the needs of the OSPC department, Martha McNelis needs to start at 9:00 a.m. There is no operational need for her to start at 7:00 a.m. at this time.
4. As per diem techs are scheduled as needed to fill gaps in the schedule, they will not be included in the rotation.
5. We can agree to your request to have a two-week rotational schedule instead of the three-week rotation initially proposed.
6. Upon successful completion of Main SPD orientation, all benefited techs will be moved in to the rotating schedule.

In response to your other concerns, and work that was done prior to our meeting, I would like to announce some additional changes that we will be moving ahead with:

1. The Area Manager of SPD from Santa Rosa Memorial Hospital will join us on a regular basis to assess our processes, workflows, and areas where improvement is needed. We will share his observations with you at the appropriate time.
2. Similar to the process used by nursing, we will be developing SPD-specific HealthStream modules for regular deployment of on-going staff education.
3. Periodic work-in-progress observations by the leads/supervisors will help us as we move forward in our progression for improved quality and infection control.
4. Bi-annual meetings will be scheduled with each employee to review evaluation goals and progress towards those goals.



5. The white board with listed break times has already started again and will be completed daily.
6. Huddles will include review of new processes and/or instrumentation and signoff of each SPD employee.
7. In response to your concern of everyone being informed of changes, we will institute a process whereby meeting minutes from our monthly staff meeting will be filed in an easily accessible binder for those unable to attend the staff meeting. All staff will need to acknowledge they've read, understand, and will follow the procedures outlined in the minutes.
8. Cross-training opportunities will be developed.
9. Additional meetings will be scheduled with a few staff members to discuss their own individual situations and concerns.
10. There will be additional changes that I am not at liberty to discuss with staff but rest assured, I have heard your concerns and am aware of other areas that need attention. They will be addressed.

We have many exciting changes to come and I am encouraged that all of us together will make the most of these opportunities.

Diane Kriegel, RN, MBA, FACHE
INTERIM DIRECTOR, SURGICAL SERVICES
Queen of the Valley Medical Center
Herman Pavilion
1000 Trancas Street
Napa, CA 94558
T: 707.251.4233 C: 770.605.4601 F: 707.251.4208
diane.kriegel@stjoe.org



Hilda Poulson <hpoulson@nuhw.org>

Follow-up SPD Meeting 3/2/2017

6 messages

Kriegel, Diane <Diane.Kriegel@stjoe.org>

Wed, Mar 15, 2017 at 3:48 PM

To: Hilda Poulson <hpoulson@nuhw.org>, "Schelling, Donna" <Donna.Schelling@stjoe.org>, "Hutchison, Kathy" <Kathy.Hutchison@stjoe.org>

Cc: "Wiley, Dawn" <Dawn.Wiley@stjoe.org>, "Guck, Stacy" <Stacy.Guck@stjoe.org>, "Perla, Jesse Rico" <Jesse.Perla@stjoe.org>, "Peters, Amanda" <Amanda.David@stjoe.org>, "Lopez, Martha" <Martha.McNelis@stjoe.org>, "White, Robin" <Robin.White@stjoe.org>, "Massey, Linda" <Linda.Massey@stjoe.org>, "Matheson, Lindsey" <Lindsey.Matheson@stjoe.org>, "jason_wells@live.com" <jason_wells@live.com>

Please see the attached.

Also, if I missed someone, please send to them

Diane Kriegel, RN, MBA, FACHE

INTERIM DIRECTOR, SURGICAL SERVICES

Queen of the Valley Medical Center

Herman Pavilion

1000 Trancas Street


Napa, CA 94558

T: 707.251.4233 C: 770.605.4601 F: 707.251.4208

diane.kriegel@stjoe.org

Notice from St. Joseph Health System:

Please note that the information contained in this message may be privileged and confidential and protected from disclosure.

 **SPD response 3-10-17 v1.docx**
27K

Hilda Poulson <hpoulson@nuhw.org>

Thu, Mar 16, 2017 at 9:59 AM

To: Jesse Perla <jrperla@gmail.com>, lilbratski2@yahoo.com, Jason Wells <jason_wells@live.com>, lopezdita@hotmail.com, Linda Massey <laleen@comcast.net>, bottlecollector@me.com, christinabrusola@yahoo.com

Hi all,

Please see Diane's response to our 3.2.17 meeting below. As you'll see, she had combined a formal response to our proposed remedies with her response about the schedule you all created.

Before we move forward, I'd like to hear from the group- can folks please reply to this email and let me know your thoughts?

Specifically, I would like to know how folks feel about the proposed remedies management has listed to address our concerns about Stacy- are they helpful? harmful? do they punish you all and do nothing to deal with Stacy's behavior? or do you feel they are a good step forward in dealing with the Stacy issue? I would also like to know how folks feel about Management's proposed scheduling "criteria."

You can also report your ideas/thoughts to Jesse or Martha, your bargaining team members, and then I can confer with them about next steps.

Stay strong guys, and call me if anything comes up!
-Hilda

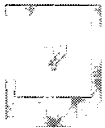
[Quoted text hidden]

—
Hilda Poulson
Organizer, NUHW
hpoulson@nuhw.org
(510) 214-6732

 **SPD response 3-10-17 v1.docx**
27K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: hpoulson@nuhw.org

Thu, Mar 16, 2017 at 9:59 AM



Address not found

Your message wasn't delivered to
christinabrusola@yahoo.com because the address couldn't
be found. Check for typos or unnecessary spaces and try again.

The response from the remote server was:

554 delivery error: dd This user doesn't have a yahoo.com account
(christinabrusola@yahoo.com) [0] - mta1345.mail.ne1.yahoo.com

Final-Recipient: rfc822; christinabrusola@yahoo.com
Action: failed
Status: 5.0.0
Remote-MTA: dns; mta6.am0.yahoodns.net. (98.138.112.35, the server for the
domain yahoo.com.)
Diagnostic-Code: smtp; 554 delivery error: dd This user doesn't have a yahoo.com account
(christinabrusola@yahoo.com) [0] - mta1345.mail.ne1.yahoo.com
Last-Attempt-Date: Thu, 16 Mar 2017 09:59:34 -0700 (PDT)

----- Forwarded message -----

From: Hilda Poulson <hpoulson@nuhw.org>
To: Jesse Perla <jrperla@gmail.com>, lilbratski2@yahoo.com, Jason Wells <jason_wells@live.com>, lopezdtita@hotmail.com, Linda Massey <laleen@comcast.net>, bottlecollector@me.com, christinabrusola@yahoo.com

923
Exhibit kkk pg 2 of 4 0270

Cc:
Bcc:
Date: Thu, 16 Mar 2017 09:59:32 -0700
Subject: Fwd: Follow-up SPD Meeting 3/2/2017
Hi all,

Please see Diane's response to our 3.2.17 meeting below. As you'll see, she had combined a formal response to our proposed remedies with her response about the schedule you all created.

Before we move forward, I'd like to hear from the group- can folks please reply to this email and let me know your thoughts?

Specifically, I would like to know how folks feel about the proposed remedies management has listed to address our concerns about Stacy- are they helpful? harmful? do they punish you all and do nothing to deal with Stacy's behavior? or do you feel they are a good step forward in dealing with the Stacy issue? I would also like to know how folks feel about Management's proposed scheduling "criteria."

You can also report your ideas/thoughts to Jesse or Martha, your bargaining team members, and then I can confer with them about next steps.

Stay strong guys, and call me if anything comes up!
-Hilda

----- Forwarded message -----

From: **Kriegel, Diane** <Diane.Kriegel@stjoe.org> /span ----- Message truncated -----

Hilda Poulson <hpoulson@nuhw.org>
To: Dan Martin <dmartin@nuhw.org>


Tue, Mar 21, 2017 at 9:53 AM

----- Forwarded message -----

From: **Kriegel, Diane** <Diane.Kriegel@stjoe.org>
Date: Wed, Mar 15, 2017 at 3:48 PM
Subject: Follow-up SPD Meeting 3/2/2017
To: Hilda Poulson <hpoulson@nuhw.org>, "Schelling, Donna" <Donna.Schelling@stjoe.org>, "Hutchison, Kathy" <Kathy.Hutchison@stjoe.org>
Cc: "Wiley, Dawn" <Dawn.Wiley@stjoe.org>, "Guck, Stacy" <Stacy.Guck@stjoe.org>, "Perla, Jesse Rico" <Jesse.Perla@stjoe.org>, "Peters, Amanda" <Amanda.David@stjoe.org>, "Lopez, Martha" <Martha.McNelis@stjoe.org>, "White, Robin" <Robin.White@stjoe.org>, "Massey, Linda" <Linda.Massey@stjoe.org>, "Matheson, Lindsey" <Lindsey.Matheson@stjoe.org>, "jason_wells@live.com" <jason_wells@live.com>

[Quoted text hidden]

—
Hilda Poulson
Organizer, NUHW
hpoulson@nuhw.org
(510) 214-6732

 **SPD response 3-10-17 v1.docx**
27K

Hilda Poulson <hpoulson@nuhw.org>

Tue, Mar 21, 2017 at 12:34 PM

To: "Kriegel, Diane" <Diane.Kriegel@stjoe.org>
Cc: "Schelling, Donna" <Donna.Schelling@stjoe.org>, "Hutchison, Kathy" <Kathy.Hutchison@stjoe.org>, "Wiley, Dawn" <Dawn.Wiley@stjoe.org>, "Guck, Stacy" <Stacy.Guck@stjoe.org>, "Perla, Jesse Rico" <Jesse.Perla@stjoe.org>, "Peters, Amanda" <Amanda.David@stjoe.org>, "Lopez, Martha" <Martha.McNelis@stjoe.org>, "White, Robin" <Robin.White@stjoe.org>, "Massey, Linda" <Linda.Massey@stjoe.org>, "Matheson, Lindsey" <Lindsey.Matheson@stjoe.org>, "jason_wells@live.com" <jason_wells@live.com>

924

Exhibit Hk pg 3 of 4 0271

Bcc: Latika Malkani <LMalkani@sl-employmentlaw.com>, Dan Martin <dmartin@nuhw.org>

Hi Diane,

We are in receipt of your response to our meeting, held March 2nd 2017. We have additional questions and concerns about certain aspects of your response, and are requesting a follow-up meeting to continue discussions and clarify things. We are available to meet:

- Monday March 27th 10am-5pm
- Tuesday March 28th 10am-5pm
- Thursday March 30th 10am-5pm
- Monday April 3rd 10am-5pm
- Tuesday April 4th 10am-5pm
- Wednesday April 5th 10am-5pm

At this stage, we believe sufficient evidence exists to support a complaint, including the fact that the employer has 1) retaliated against employees for engaging in protected union activity, and 2) unilaterally implemented changes to the sterile processing schedule without bargaining with the union to impasse over a mandatory subject of bargaining.

We are considering our options, including filing charges at the labor board, but at this point we'd much rather resume meeting so we can discuss and resolve the outstanding issues.

Thanks very much,
-Hilda

[Quoted text hidden]

Hilda Poulson
Organizer, NUHW
hpoulson@nuhw.org
(510) 214-6732

Hilda Poulson <hpoulson@nuhw.org>

Mon, Apr 3, 2017 at 4:22 PM

To: "Kriegel, Diane" <Diane.Kriegel@stjoe.org>

Cc: "Schelling, Donna" <Donna.Schelling@stjoe.org>, "Hutchison, Kathy" <Kathy.Hutchison@stjoe.org>, "Wiley, Dawn" <Dawn.Wiley@stjoe.org>, "Guck, Stacy" <Stacy.Guck@stjoe.org>, "Perla, Jesse Rico" <Jesse.Perla@stjoe.org>, "Peters, Amanda" <Amanda.David@stjoe.org>, "Lopez, Martha" <Martha.McNelis@stjoe.org>, "White, Robin" <Robin.White@stjoe.org>, "Massey, Linda" <Linda.Massey@stjoe.org>, "Matheson, Lindsey" <Lindsey.Matheson@stjoe.org>, "jason_wells@live.com" <jason_wells@live.com>

Bcc: Latika Malkani <LMalkani@sl-employmentlaw.com>

Hi Diane,

Just following up here- now that you're back from leave, do you have some availability to re-convene so we may continue our discussion begun 3/2/17? As I mentioned in my previous email, we have some clarifying questions about your proposal for resolving the issues at hand.

Thanks very much,
-Hilda

[Quoted text hidden]



January 16, 2017

VIA E-MAIL AND US MAIL

Hilda Poulson, Organizer
National Union of Health Care Workers
hpoulson@nuhw.org
5801 Christie Avenue
Emeryville, CA 94608

Re: QVMC Construction Projects

Dear Ms. Poulson:

This letter is to inform you about some upcoming projects at the Queen of the Valley Medical Center (QVMC) that may impact the service and technical workers at the ministry. Specifically, as part of the Hospital's June 2016 pre-petition decision to remodel the Cafeteria and Kitchen, it will be necessary to do the following as a result of the construction:

- **Locker Room**

Temporarily relocate the current locker room used by food service starting approximately on January 16, 2017. An alternate site in close proximity has been identified/prepared that will provide lockers, break space and private locked bathrooms.

- **Cafeteria**

Will be closed for a renovations starting approximately February 27, 2017.

- **Kitchen**

Will be closed for renovation starting approximately March 28, 2017.

- **Work Schedules**

As a result of the construction and closures, work schedules and work flows will be temporarily altered.

We anticipate this project will last until May 2017. Let me know if you have any questions or concerns.

Very truly yours,

A handwritten signature in black ink that reads "Bill Candella".

Bill Candella, Director
Employee Advocacy and Labor Relations

cc: Sharon Toncray
John Bibby
Donna Schelling
Colleen Scanlon

1/19/17

John Bibby
Vice President of HR, Northern California Region
St. Joseph Queen of the Valley

Bill Candella
Director, Employee Advocacy and Labor Relations
St. Joseph Queen of the Valley

Donna Schelling
Director, Human Resources
St. Joseph Queen of the Valley

Sent via Electronic Mail

Dr. Mr. Candella,

It has come to the Union's attention that Management at St. Joseph Queen of the Valley has plans to renovate the hospital cafeteria and kitchen. The union was formally notified of these plans via letter sent you sent electronically on Monday, January 16th, 2017.

In the letter, you indicated that due to the planned renovations, it would be necessary to temporarily relocate employee locker rooms, close the cafeteria beginning February 27th, 2017, and close the kitchen beginning March 28th, 2017. Additionally, your letter stated that "as a result of the construction and closures, work schedules and work flows will be temporarily altered."

The above-mentioned actions, taken in preparation to realize your renovation plans, represent a significant change to the current working conditions of the ~30 employees who work in the hospital cafeteria and kitchen. Additionally, the above-mentioned actions could have potentially far-reaching implications for the working conditions of the other ~400 NUHW-represented employees who work at this hospital. Your letter, while helpful, leaves us with many unanswered questions about how these renovations will impact NUHW members at Queen of the Valley. For example, we'd like to know: what are your specific plans to change the schedules of the ~30 kitchen and cafeteria employees who will be affected by the closures? How long do you anticipate these closures lasting? What are your plans to feed patients while the kitchen is closed? How do you plan to feed employees? These are just a few of our many questions. We simply do not have enough information about your short-term and long-term plans related to this renovation.

As you are aware, the service and technical employees at St. Joseph Queen of the Valley recently formed a union with NUHW. By law, Management is prohibited from making any unilateral changes to the wages, hours or working conditions of union employees who are not under contract (section 8(a)(1) of the National Labor Relations Act). By this letter, the Union hereby demands that St. Joseph Queen of the Valley cease and desist from implementation of these changes until such time that the Union and the hospital's representatives can meet to negotiate over the effects of the proposed renovation plan.

We are prepared to meet as soon as possible. We've given our availability in the body of our email. In order to best facilitate a timely resolution, it is important that the elected union representatives (see below) for the cafeteria and kitchen work areas participate these meetings, including being released should these meetings be scheduled during work hours.

Sincerely,

Hilda Poulson,
Union Representative
National Union of Healthcare Workers

CC: Richard Draper
Dan Martin
Laura Watson
Fred Seavey
Jesse Hernandez
Kathleen Rogers
Anacelia Trejo
Analisa Robledo

To: Dan Martin <dmartin@nuhw.org>
Cc: Richard Draper <rdraper@nuhw.org>; Laura Watson <lwatson@nuhw.org>
Subject: Re: QVMC Construction Projects

[Quoted text hidden]

Hilda Poulson <hpoulson@nuhw.org> Thu, Jan 19, 2017 at 7:56 AM
To: Bill Candella <Bill.Candella@stjoe.org>, Donna Schelling <Donna.Schelling@stjoe.org>, John Bibby <John.Bibby@stjoe.org>
Cc: Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, Richard Draper <rdraper@nuhw.org>, jesseh707@yahoo.com, K Rog <shiloh_68_shiloh@yahoo.com>, anaceliatt@att.net

Hi Bill,

Thanks for your letter. Please see attached our cease and desist + request to bargain.


We are available to meet on the following dates/times:

- Monday January 23rd between 10am and 4pm
- Tuesday January 24th between 10am and 1pm
- Wednesday January 25th between 10am and 6pm
- Thursday January 26th between 10am and 6pm
- Friday January 27th between 10am and 12pm
- Monday January 30th between 10am and 6pm
- Tuesday January 31st between 10am and 6pm
- Wednesday February 1st between 10am and 6pm
- Monday February 6th between 1pm and 6pm
- Tuesday February 7th between 10am and 6pm
- Wednesday February 8th between 10am and 6pm
- Thursday February 9th between 10am and 6pm
- Friday February 10th between 10am and 6pm

Best,
-Hilda

[Quoted text hidden]

Hilda Poulson
Organizer, NUHW
hpoulson@nuhw.org
(510) 214-6732

 Cease and Desist_Queen Kitchen Reno.doc
26K

Hilda Poulson <hpoulson@nuhw.org> Fri, Jan 27, 2017 at 4:33 PM
To: Bill Candella <Bill.Candella@stjoe.org>, Donna Schelling <Donna.Schelling@stjoe.org>, John Bibby <John.Bibby@stjoe.org>
Cc: Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, Richard Draper <rdraper@nuhw.org>, jesseh707@yahoo.com, K Rog <shiloh_68_shiloh@yahoo.com>, anaceliatt@att.net

Hi Bill,


Thank you for agreeing in our meeting on 1.24.17 to continue to meet and bargain with us over the effects of this renovation plan, and for clarifying that Queen administration will re-open the kitchen and cafeteria post-renovation.

We are working on a counter-proposal (in response to the items Beth presented to us in the 1.24.17 meeting), and would like to schedule a meeting to walk you through it.

We are available to meet:

- Tuesday, January 31st, between 9am and 2pm
- Wednesday February 1st between 10am and 6pm
- Monday February 6th between 1pm and 6pm

929

Exhibit NN Pg 1 of 14  0276

- Tuesday February 7th between 10am and 6pm
- Wednesday February 8th between 10am and 6pm
- Thursday February 9th between 10am and 6pm
- Friday February 10th between 10am and 6pm

Additionally, my schedule the week of February 13th is open, so we'd be happy to schedule meetings then as well.

-Hilda

[Quoted text hidden]

Bill Candella <Bill.Candella@stjoe.org>
To: Hilda Poulson <hpoulson@nuhw.org>

Wed, Feb 1, 2017 at 9:39 AM

Hilda – working with QVMC team to set up meeting next week. Trying to firm up today.

Thanks,

Bill

From: Hilda Poulson [mailto:hpoulson@nuhw.org]
Sent: Friday, January 27, 2017 4:33 PM
To: Bill Candella; Donna Schelling; John Bibby
Cc: Laura Watson; Dan Martin; Richard Draper; jesseh707@yahoo.com; K Rog; anaceliat@att.net
Subject: Re: QVMC Construction Projects

Hi Bill,

[Quoted text hidden]

[Quoted text hidden]

Hilda Poulson <hpoulson@nuhw.org>
To: Bill Candella <Bill.Candella@stjoe.org>

Wed, Feb 1, 2017 at 9:53 AM

Hi Bill,

I received your calls but am in another meeting until 10:30. I will call you after that. Thank you for your update re: meeting coordination for next week. FYI I am no longer available to meet on Friday 2/10.

-Hilda

[Quoted text hidden]

Hilda Poulson <hpoulson@nuhw.org>
To: Bill Candella <Bill.Candella@stjoe.org>, Donna Schelling <Donna.Schelling@stjoe.org>, John Bibby <John.Bibby@stjoe.org>
Cc: Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, jesseh707@yahoo.com, K Rog <shiloh_68_shiloh@yahoo.com>, anaceliat@att.net

Wed, Feb 1, 2017 at 11:58 AM

Hi Bill,


Please find attached our information request regarding the hospital's cafeteria renovation plans.

Per our phone conversation earlier today, since we are aiming to hold a second meeting on this issue next week, it would be ideal if your team could review the attached RFI and respond to us no later than Monday, February 6 COB.

Please let me know if you have any questions,

-Hilda

930

Exhibit MV # 2 of 14  0277

[Quoted text hidden]

 **Cafeteria Renovation RFI.docx**
19K

Hilda Poulson <hpoulson@nuhw.org> Tue, Feb 7, 2017 at 10:11 AM
To: Bill Candella <Bill.Candella@stjoe.org>, Donna Schelling <Donna.Schelling@stjoe.org>, John Bibby <John.Bibby@stjoe.org>
Cc: Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, jesseh707@yahoo.com, K Rog <shiloh_68_shiloh@yahoo.com>, anaceliat@att.net

Hi Bill,

Just following up on this- per our conversation on the phone yesterday, I know you are in receipt of our RFI. Can you estimate when you will be able to get us a response?

Thanks,
-Hilda

[Quoted text hidden]

Bill Candella <Bill.Candella@stjoe.org> Tue, Feb 7, 2017 at 10:35 AM
To: Hilda Poulson <hpoulson@nuhw.org>, Donna Schelling <Donna.Schelling@stjoe.org>, John Bibby <John.Bibby@stjoe.org>
Cc: Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, "jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliat@att.net" <anaceliat@att.net>

Hilda – the ministry is having a meeting today to gather its responses. This also confirms that we have rescheduled the meeting to Monday, February 13th.

Thanks,

Bill

From: Hilda Poulson [mailto:hpoulson@nuhw.org]
Sent: Tuesday, February 07, 2017 10:11 AM
To: Bill Candella; Donna Schelling; John Bibby
Cc: Laura Watson; Dan Martin; jesseh707@yahoo.com; K Rog; anaceliat@att.net
Subject: Re: QVMC Construction Projects

Hi Bill,

[Quoted text hidden]

[Quoted text hidden]

Hilda Poulson <hpoulson@nuhw.org> Tue, Feb 7, 2017 at 10:46 AM
To: Bill Candella <Bill.Candella@stjoe.org>
Cc: Donna Schelling <Donna.Schelling@stjoe.org>, John Bibby <John.Bibby@stjoe.org>, Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, "jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliat@att.net" <anaceliat@att.net>

Great, thanks very much. We will plan on the same time window (12:30-2pm) unless we hear otherwise.

[Quoted text hidden]

Bill Candella <Bill.Candella@stjoe.org>
To: Hilda Poulson <hpoulson@nuhw.org>

Tue, Feb 7, 2017 at 11:24 AM

And then 2pm for Rene?

From: Hilda Poulson [mailto:hpoulson@nuhw.org]

Sent: Tuesday, February 07, 2017 10:46 AM

To: Bill Candella

Cc: Donna Schelling; John Bibby; Laura Watson; Dan Martin; jesseh707@yahoo.com; K Rog; anaceliat@att.net

[Quoted text hidden]

[Quoted text hidden]

Hilda Poulson <hpoulson@nuhw.org>
To: Bill Candella <Bill.Candella@stjoe.org>

Tue, Feb 7, 2017 at 11:59 AM

Yep!

Sent from my iPhone

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

<image001.jpg> <image002.jpg> <image003.jpg>

<image004.jpg>

[Quoted text hidden]

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[Quoted text hidden]

Hilda Poulson <hpoulson@nuhw.org>
To: Bill Candella <Bill.Candella@stjoe.org>

Fri, Feb 10, 2017 at 4:10 PM

Cc: Donna Schelling <Donna.Schelling@stjoe.org>, John Bibby <John.Bibby@stjoe.org>, Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, "jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliat@att.net" <anaceliat@att.net>

Hi Bill,

Please find attached the Union's proposal regarding the kitchen renovation. We look forward to reviewing it and answering any questions you have at our Monday 2/13 meeting.

We are in receipt of some of the information we requested on 2/1/17. We have a few questions about this information, which we will raise in our Monday meeting.

Thanks,
-Hilda

[Quoted text hidden]



Kitchen Reno_Union proposal 2.13.17.docx

22K

Hilda Poulson <hpoulson@nuhw.org>

Tue, Feb 14, 2017 at 9:25 AM

To: Bill Candella <Bill.Candella@stjoe.org>, "Gruetter, Jill" <Jill.Gruetter@stjoe.org>, Elizabeth LuPriore <Elizabeth.LuPriore@stjoe.org>, Donna Schelling <Donna.Schelling@stjoe.org>

Cc: Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, "jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliat@att.net" <anaceliat@att.net>

Hi Bill,

Here are the action items we agree to out of yesterday's meeting:

- Jill will email the Union digital copies of the job descriptions, job flows, and employee memo which were presented in hard copy form at yesterday's meeting.
- Bill will draft and submit Management's counter-proposal to the Union by mid-week this week
- Local HR representatives/Management will reconvene with the Union on Friday 2/17 at 11:30am to review management's counter-proposal
- In time for Friday's meeting, Beth will share the following info in a single spreadsheet:
 - Employee Name
 - Hire Date
 - Current Start/End Time
 - Current Assignment
 - Proposed temporary Start/End Time
 - Proposed temporary assignment

If I have missed anything, please let me know.

Thanks,
-Hilda

[Quoted text hidden]

Candella, Bill <Bill.Candella@stjoe.org>

Thu, Feb 16, 2017 at 9:54 AM

To: Hilda Poulson <hpoulson@nuhw.org>, "Gruetter, Jill" <Jill.Gruetter@stjoe.org>, "LuPriore, Elizabeth" <Elizabeth.LuPriore@stjoe.org>, "Schelling, Donna" <Donna.Schelling@stjoe.org>

Cc: Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, "jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliat@att.net" <anaceliat@att.net>

Hilda – see the Hospital's counter on the impact bargaining. Attached clean and leg style versions.

Thanks,



Bill

From: Hilda Poulson [mailto:hpoulson@nuhw.org]
Sent: Tuesday, February 14, 2017 9:25 AM
To: Candella, Bill; Gruetter, Jill; LuPriore, Elizabeth; Schelling, Donna

[Quoted text hidden]

[Quoted text hidden]

2 attachments

-  **Kitchen Reno_QVMC counter proposal 2-15-17clean.docx**
22K
-  **Kitchen Reno_QVMC counter proposal 2-15-17.pdf**
245K

Hilda Poulson <hpoulson@nuhw.org>
To: Dan Martin <dmartin@nuhw.org>

Thu, Feb 16, 2017 at 4:09 PM




Attached and below, the employer's counter proposal, and the proposal I think we should respond with tomorrow.

We meet with the employer tomorrow at 11:30am, so if you could let me know your thoughts/edits prior to that, that would be great.

Thanks!!

[Quoted text hidden]

3 attachments

-  **Kitchen Reno_QVMC counter proposal 2-15-17clean.docx**
22K
-  **Kitchen Reno_QVMC counter proposal 2-15-17.pdf**
245K
-  **Kitchen Reno_Union counter proposal 2-17-17.docx**
23K

Dan Martin <dmartin@nuhw.org>
To: Hilda Poulson <hpoulson@nuhw.org>

Thu, Feb 16, 2017 at 6:11 PM

I think your counter proposal is fine. If they complain, important to note that in the bidding for positions, rarely are employees "equally qualified" – either an employee is qualified or they are not. Deciding "equally qualified" can and is often arbitrary; good that you struck "skill mix" in #3, second bullet point – again, either an employee is qualified to do the position or they are not; also good that you struck "best efforts" in #3, first bullet point.

Thanks,

Dan

From: Hilda Poulson [mailto:hpoulson@nuhw.org]
Sent: Thursday, February 16, 2017 4:10 PM
To: Dan Martin <dmartin@nuhw.org>
Subject: Fwd: QVMC Construction Projects

Attached and below, the employer's counter proposal, and the proposal I think we should respond with tomorrow.

[Quoted text hidden]

3 attachments

 **Kitchen Reno_QVMC counter proposal 2-15-17clean.docx**
22K

 **Kitchen Reno_QVMC counter proposal 2-15-17.pdf**
245K

 **Kitchen Reno_Union counter proposal 2-17-17.docx**
23K

Schelling, Donna <Donna.Schelling@stjoe.org>

Fri, Feb 17, 2017 at 10:03 AM

To: Hilda Poulson <hpoulson@nuhw.org>, "Candella, Bill" <Bill.Candella@stjoe.org>, "Gruetter, Jill" <Jill.Gruetter@stjoe.org>, "LuPriore, Elizabeth" <Elizabeth.LuPriore@stjoe.org>

Cc: Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, "jesseh707@yahoo.com"

<jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliatt@att.net" <anaceliatt@att.net>

Here is the spreadsheet from Beth for the last bullet below. See you at 12:30pm in MCR #2.

Donna Schelling, PHR, SHRM-CP

Director, Human Resources

Queen of the Valley Medical Center

1000 Trancas St, Napa, CA 94558

T: (707) 252-4411, x2135 C: (707) 299-0768 F: (707) 257-4079

www.thequeen.org

.....



St. Joseph Health 
Queen of the Valley

From: Hilda Poulson [mailto:hpoulson@nuhw.org]


Sent: Tuesday, February 14, 2017 9:25 AM

To: Candella, Bill; Gruetter, Jill; LuPriore, Elizabeth; Schelling, Donna

[Quoted text hidden]

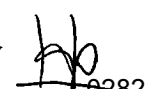
[Quoted text hidden]

2 attachments

 **Worksheet with shift times and temp assignments 02-17-17.xls**
38K

 **image011.wmz**

935

Exhibit 11/18 pg 2 of 14  0282

8K

Schelling, Donna <Donna.Schelling@stjoe.org> Fri, Feb 17, 2017 at 10:15 AM
To: Hilda Poulson <hpoulson@nuhw.org>, "Candella, Bill" <Bill.Candella@stjoe.org>, "Gruetter, Jill" <Jill.Gruetter@stjoe.org>, "LuPriore, Elizabeth" <Elizabeth.LuPriore@stjoe.org>
Cc: Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, "jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliat@att.net" <anaceliat@att.net>

Sorry for the confusion, we are meeting at **11:30** today, not at 12:30 as I put in the email below. We are in MCR #2 however. ds

Donna Schelling, PHR, SHRM-CP

Director, Human Resources

Queen of the Valley Medical Center

1000 Trancas St, Napa, CA 94558

T: (707) 252-4411, x2135 C: (707) 299-0768 F: (707) 257-4079

www.thequeen.org

.....



St. Joseph Health 
Queen of the Valley

From: Schelling, Donna
Sent: Friday, February 17, 2017 10:03 AM
To: 'Hilda Poulson'; Candella, Bill; Gruetter, Jill; LuPriore, Elizabeth
Cc: Laura Watson; Dan Martin; jesseh707@yahoo.com; K Rog; anaceliat@att.net
Subject: RE: QVMC Construction Projects

Here is the spreadsheet from Beth for the last bullet below. See you at 12:30pm in MCR #2.

Donna Schelling, PHR, SHRM-CP

Director, Human Resources


Queen of the Valley Medical Center

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936

Exhibit NW 8/2/14 

0283



From: Hilda Poulson [mailto:hpoulson@nuhw.org]
Sent: Tuesday, February 14, 2017 9:25 AM
To: Candella, Bill; Gruetter, Jill; LuPriore, Elizabeth; Schelling, Donna

[Quoted text hidden]

[Quoted text hidden]

2 attachments

 **image012.wmz**
8K

 **image021.wmz**
8K

Dan Martin <dmartin@nuhw.org>
To: Hilda Poulson <hpoulson@nuhw.org>

Fri, Feb 17, 2017 at 10:51 AM

Well, at least she spelled her name right.

Daniel Martin,
Assistant to the President
National Union of Healthcare Workers
5801 Christie Ave., Suite 525
Emeryville, CA 94608
(510) 834-2009
(510) 834-2019 (Fax)

Begin forwarded message:

From: "Schelling, Donna" <Donna.Schelling@stjoe.org>
Date: February 17, 2017 at 10:15:00 AM PST
To: Hilda Poulson <hpoulson@nuhw.org>, "Candella, Bill" <Bill.Candella@stjoe.org>, "Gruetter, Jill" <Jill.Gruetter@stjoe.org>, "LuPriore, Elizabeth" <Elizabeth.LuPriore@stjoe.org>
Cc: Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, "jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliat@att.net" <anaceliat@att.net>

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


Hilda Poulson <hpoulson@nuhw.org>

Fri, Feb 17, 2017 at 11:36 AM

To: "Schelling, Donna" <Donna.Schelling@stjoe.org>
Cc: "Candella, Bill" <Bill.Candella@stjoe.org>, "Gruetter, Jill" <Jill.Gruetter@stjoe.org>, "LuPriore, Elizabeth" <Elizabeth.LuPriore@stjoe.org>, Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>, "jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliat@att.net" <anaceliat@att.net>

937

Exhibit NUN pg 9 of 14  0284

Thank you for the clarification. Please find attached the Union's counter proposal.

[Quoted text hidden]

2 attachments

 **Kitchen Reno_Union counter proposal 2-17-17.docx**
23K

 **Kitchen Reno_Union counter proposal 2-17-17.pdf**
85K

Hilda Poulson <hpoulson@nuhw.org>

Fri, Feb 17, 2017 at 2:14 PM

To: "Schelling, Donna" <Donna.Schelling@stjoe.org>

Cc: "Candella, Bill" <Bill.Candella@stjoe.org>, "Gruetter, Jill" <Jill.Gruetter@stjoe.org>, "LuPriore, Elizabeth"

<Elizabeth.LuPriore@stjoe.org>, Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>,"jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliat@att.net"

<anaceliat@att.net>

Hi Donna,

Here is the tentative agreement, subject to ratification by the employees of the dietary department.

-Hilda

[Quoted text hidden]

 **Kitchen Reno_Tentative Agreement 2-17-17.docx**
23K

Hilda Poulson <hpoulson@nuhw.org>

Wed, Feb 22, 2017 at 1:36 PM

To: "Schelling, Donna" <Donna.Schelling@stjoe.org>

Cc: "Candella, Bill" <Bill.Candella@stjoe.org>, "Gruetter, Jill" <Jill.Gruetter@stjoe.org>, "LuPriore, Elizabeth"

<Elizabeth.LuPriore@stjoe.org>, Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>,"jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliat@att.net"

<anaceliat@att.net>

Hi Donna,

The employees of the dietary department have voted to ratify the tentative agreement we reached on Friday 2/17/17. They look forward to Beth's department huddle tomorrow at 1pm to review the schedule/temporary assignments.

Best,

-Hilda

[Quoted text hidden]

Schelling, Donna <Donna.Schelling@stjoe.org>

Wed, Feb 22, 2017 at 3:47 PM

To: Hilda Poulson <hpoulson@nuhw.org>

Cc: "Candella, Bill" <Bill.Candella@stjoe.org>, "Gruetter, Jill" <Jill.Gruetter@stjoe.org>, "LuPriore, Elizabeth"

<Elizabeth.LuPriore@stjoe.org>, Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>,"jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>, "anaceliat@att.net"

<anaceliat@att.net>

Great news!

Thank you,

ds

Donna Schelling, PHR, SHRM-CP

Director, Human Resources

Queen of the Valley Medical Center

1000 Trancas St, Napa, CA 94558

T: (707) 252-4411, x2135 C: (707) 299-0768 F: (707) 257-4079

www.thequeen.org



From: Hilda Poulson [mailto:hpoulson@nuhw.org]

Sent: Wednesday, February 22, 2017 1:36 PM

To: Schelling, Donna

Cc: Candella, Bill; Gruetter, Jill; LuPriore, Elizabeth; Laura Watson; Dan Martin; jesseh707@yahoo.com; K Rog; anaceliat@att.net

[Quoted text hidden]

[Quoted text hidden]

 image008.wmz
8K

Dan Martin <dmartin@nuhw.org>
To: Hilda Poulson <hpoulson@nuhw.org>

Wed, Feb 22, 2017 at 5:01 PM

Way to go Hilda!

Daniel Martin,
Assistant to the President
National Union of Healthcare Workers
5801 Christie Ave., Suite 525
Emeryville, CA 94608
(510) 834-2009
(510) 834-2019 (Fax)

On Feb 22, 2017, at 1:36 PM, Hilda Poulson <hpoulson@nuhw.org> wrote:


Hi Donna,

The employees of the dietary department have voted to ratify the tentative agreement we reached on Friday 2/17/17. They look forward to Beth's department huddle tomorrow at 1pm to review the schedule/temporary assignments.

Best,
-Hilda

On Fri, Feb 17, 2017 at 2:14 PM, Hilda Poulson <hpoulson@nuhw.org> wrote:
Hi Donna,

939

Exhibit MN pg 11 of 14  0286

Here is the tentative agreement, subject to ratification by the employees of the dietary department.

-Hilda

On Fri, Feb 17, 2017 at 11:36 AM, Hilda Poulson <hpoulson@nuhw.org> wrote:
Thank you for the clarification. Please find attached the Union's counter proposal.

On Fri, Feb 17, 2017 at 10:15 AM, Schelling, Donna <Donna.Schelling@stjoe.org> wrote:

Sorry for the confusion, we are meeting at **11:30** today, not at 12:30 as I put in the email below.
We are in MCR #2 however. ds

Donna Schelling, PHR, SHRM-CP

Director, Human Resources

Queen of the Valley Medical Center

1000 Trancas St, Napa, CA 94558

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www.thequeen.org

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<image004.png>

From: Schelling, Donna

Sent: Friday, February 17, 2017 10:03 AM

To: 'Hilda Poulson'; Candella, Bill; Gruetter, Jill; LuPriore, Elizabeth

Cc: Laura Watson; Dan Martin; jesseh707@yahoo.com; K Rog; anaceliat@att.net

Subject: RE: QVMC Construction Projects

Here is the spreadsheet from Beth for the last bullet below. See you at 12:30pm in MCR #2.

Donna Schelling, PHR, SHRM-CP

Director, Human Resources

Queen of the Valley Medical Center

1000 Trancas St, Napa, CA 94558

T: (707) 252-4411, x2135 C: (707) 299-0768 F: (707) 257-4079

www.thequeen.org

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Hilda Poulson <hpoulson@nuhw.org>

Thu, Mar 2, 2017 at 10:33 AM

To: "Schelling, Donna" <Donna.Schelling@stjoe.org>

Cc: "Candella, Bill" <Bill.Candella@stjoe.org>, "Gruetter, Jill" <Jill.Gruetter@stjoe.org>, "LuPriore, Elizabeth"

<Elizabeth.LuPriore@stjoe.org>, Laura Watson <lwatson@nuhw.org>, Dan Martin <dmartin@nuhw.org>,"jesseh707@yahoo.com" <jesseh707@yahoo.com>, K Rog <shiloh_68_shiloh@yahoo.com>,"anaceliat@att.net"

<anaceliat@att.net>

Hi Beth,

It has come to our attention that Management has introduced rotating weekend coverage to the dietary department schedule for some employees. Previously, rotating weekends has not been a departmental practice- some employees worked fixed weekend hours, while others did not.

>> Can you please provide us with your evidence or justification for suddenly instituting rotating weekend coverage for some employees? When we ask for evidence or justification, we are not interested in hearing that there is a policy on file that allows for this, or that employees in other departments rotate weekends. We are specifically interested in understanding the operational need for this change.

We would like to remind you that per our agreement ratified 2/22/17, any changes to hours or assignments during the temporary closure are only temporary. Following the completion of the renovation project, if management wishes to change employees' start and end times, assignments, or schedules, you must meet with the Union and bargain over the proposed changes prior to implementation.

Thank you,

-Hilda

[Quoted text hidden]

RFI: Cafeteria Renovation

Submitted electronically February 1st, 2017

Documents we are requesting:

- List of all FTE, PTE and Per diems, organized from most senior to least senior, who work in the dietary department. This would include all employees who work in the cafeteria, kitchen, cashier counter or back office (diet clerks, etc.)
- Seniority list for the department (above-requested employee list, organized by seniority, will suffice in lieu of a separate seniority list)
- All job descriptions for all positions or assignments in the in the dietary department. This would include all job descriptions for positions/assignments in the cafeteria, kitchen, cashier counter or back office (diet clerks, etc.).
- All workflow procedures/policies on file related to the dietary department
- All contracts associated with the department (ie. contracted employees)
- List of all job duties for the temporary jobs that affected staff will be asked to perform during the renovation period
- The Budget for the entire kitchen renovation project, including but not limited to the cost for the outside contractor hired to deliver patient food.

Questions we need answers to:

Questions about re-opening the cafeteria:

- When we met on 1/24, you indicated that it is your intention to re-open the cafeteria once the renovation project is completed, and return all staff to work. Can you please confirm that once the renovation is complete, all current staff will return to the same positions, assignments and hours as they currently enjoy?
- Will the current services/service levels will remain in place once the renovations are complete?
- Do you foresee any new positions being created as a result of the renovation? If so, is it your plan to offer these new positions to internal applicants within the department first, and then fill the positions according to seniority?

Questions about the "Assumptions" document presented in the 1/24:

- Under the current "assumptions," which you presented in our meeting on 1/24, do you foresee any loss of hours for any full-time, part-time or per diem employees? If yes, which employees will be affected, and how?
- In the document titled "Assumptions," under bullet 5, can you please clarify what is meant by "additional job duties"?
- What is the Job Flow report referenced in the "Assumptions" document?

Questions about the proposed “retail closed” schedule presented in the 1/24 meeting:

- What are your plans to train staff to perform the temporary duties and assignments they will be responsible for during the renovation period? For example, you’ve indicated that Kathy Rogers will receive training during this period (T), but there are no other employees who are scheduled to receive any training according to this proposed schedule.
- Besides the 3 staff who have been assigned to work at Collabria Hospice, the “retail closed” schedule you presented does not explain what exactly the rest of the kitchen and cafeteria staff will be doing during this renovation period. For the staff not assigned to Collabria, can you please confirm what exact positions, work duties or areas they will be covering during the renovation period?
- How will employees assigned to work at Collabria clock in for work?
- Currently, a Collabria employee transports food cooked at Queen to Collabria- will this continue to be the practice during the renovation period? If not, can you please explain your plans for food transportation during the renovation period?
- During the renovation period, how will the hours of employees who are on vacation be offered to the employees who are available to work?
- During the renovation period, is it your intention to offer any overtime to all employees, starting with the most senior employee? If not, please outline your plans to offer overtime during the renovation period.
- Jerrod Dett is a contracted employee, yet he has assigned hours in this proposed schedule, while other per diem employees who are employed by Queen have no hours. Why are you according hours to a contracted employee ahead of staff employed by the Queen?

Questions about the proposed “retail and kitchen closed” schedule presented in the 1/24 meeting:

- After conferring with the elected bargaining team members of the dietary department, we do not understand this schedule. Can you please provide us with an explanation of this schedule and how it is supposed to work?

Questions about feeding hospital employees during renovations:

- In our 1/24 meeting, you alluded to plans to obtain more vending machines, containing items such as sandwiches, in order to feed employees. Can you please confirm the number of sandwich vending machines the hospital plans to obtain, and where exactly they will be placed in the hospital?
- You also mentioned in the 1/24 meeting your plans to offer burritos and other hot items for sale. Can you please provide more detail around your plans to offer employees hot lunches, including number and type of heating appliances (toasters, microwaves, etc.) employees will have access to in order to heat purchased hot lunches, or lunches brought from home?

Miscellaneous Questions:

- What are your plans to communicate with dietary staff throughout this renovation process to ensure all staff have access to all relevant information? (ie. regular staff meetings)
- Will produce deliveries be cancelled during the renovation period? What deliveries will Queen continue to receive during the renovation period?
- Will more refrigerators be provided to store the delivered patient food?



Hilda Poulson <hpoulson@nuhw.org>

Releasing elected bargaining team members

3 messages

Hilda Poulson <hpoulson@nuhw.org>
To: Elizabeth.LuPriore@stjoe.org
Bcc: K Rog <shiloh_68_shiloh@yahoo.com>

Tue, Feb 7, 2017 at 5:52 PM

Hi Beth,

Just writing to confirm that any bargaining team members (Kathy Rogers, Anacelia Trejo, Analisa Robledo, and Jesse Hernandez) in dietary will be released for our meeting on Monday 2/13 at 12:30pm.

Thanks!
-Hilda

--
Hilda Poulson
Organizer, NUHW
hpoulson@nuhw.org
(510) 214-6732

Elizabeth LuPriore <Elizabeth.LuPriore@stjoe.org>
To: Hilda Poulson <hpoulson@nuhw.org>

Wed, Feb 8, 2017 at 8:49 AM

OK, we can accommodate!

Beth

Elizabeth LuPriore MS, RD

Director, Food and Nutrition Services
Queen of the Valley Medical Center
1000 Trancas Street
Napa, CA 94558
(tel) 707-718-1728
(email) elizabeth.lupriore@stjoe.org

From: Hilda Poulson [mailto:hpoulson@nuhw.org]
Sent: Tuesday, February 07, 2017 5:52 PM

Exhibit 10/16/17 H2
0293

To: Elizabeth LuPriore

Subject: Releasing elected bargaining team members

[Quoted text hidden]

Notice from St. Joseph Health System:

Please note that the information contained in this message may be privileged and confidential and protected from disclosure.

Hilda Poulson <hpoulson@nuhw.org>

Wed, Feb 8, 2017 at 8:53 AM

To: Elizabeth LuPriore <Elizabeth.LuPriore@stjoe.org>

Great thank you!

Sent from my iPhone

[Quoted text hidden]

Union proposal: 2/13/2017

St. Josephs Queen of the Valley Dietary Department
Letter of Understanding

This document represents the agreement reached between the National Union of Healthcare Workers ("the Union") and St. Josephs Queen of the Valley ("Management") regarding the temporary closure of the cafeteria and kitchen to permit renovation of the kitchen at Queen of the Valley Medical Center.

The Union and Management agree to the following:

1. The projected kitchen renovation project timeline is as follows:
 - The cafeteria will be closed temporarily beginning February 27, 2017
 - The kitchen will be closed temporarily beginning on March 28, 2017
 - Projected completion date for the kitchen renovation is May 2017
2. In the event the renovation project timeline changes, both parties shall meet immediately to bargain over the impact of the changes.
3. During the period of February 27th- May 31st 2017:
 - All full-time and part-time dietary employees shall not have their work hours reduced, and shall maintain their current, fixed start and end times.
 - In the event that certain employees' regular positions or assignments must change as a result of the closure of the kitchen and cafeteria, Management shall accord temporary assignments by seniority and job classification.
 - All affected employees shall be notified of their temporary assignments no less than seven (7) business days prior to the start of the temporary assignment.
 - In the event an employee is given a temporary assignment for which training will be required, Management shall provide adequate training prior to the start of the assignment.
4. In order to ensure clear and open communication throughout the renovation period, Management agrees to hold weekly department meetings with all dietary employees. During these meetings, Management shall provide employees with updates on the progress of the renovation, and employees and Management may work together to trouble-shoot any issues that arise.
5. Following the conclusion of the renovation, all affected full-time, part-time and per diem dietary employees shall return to their exact same positions, assignments, and work hours they had prior to the renovation.
6. If any new positions are created a result of the renovation, Management shall post these positions internally first, allowing all current employees to bid on them and then offer the position to the bidder with the highest seniority.

Union proposal: 2/13/2017

7. Nothing in this agreement is intended to violate any current department practices. This agreement shall not result in any changes to past practice or working conditions for Queen of the Valley dietary employees other than what is specifically stated in this agreement.
8. Any tentative agreement reached regarding the temporary closure of the cafeteria and kitchen is contingent upon ratification by the NUHW-represented employees in the dietary department at St. Josephs Queen of the Valley.

Union QVMC Counter proposal: 2/13/14/2017

St. Josephs Queen of the Valley Dietary Department
Letter of Understanding

This document represents the agreement reached between the National Union of Healthcare Workers ("the Union" or "NUHW") and St. Josephs Queen of the Valley Medical Center ("Management Hospital") regarding the temporary closure of the cafeteria and kitchen to permit renovation of the kitchen at the Queen of the Valley Medical Center.

The Union and Management Hospital agree to the following:

1. The projected kitchen renovation project timeline is as follows:
 - o The cafeteria will be closed temporarily beginning February 27, 2017
 - o The kitchen will be closed temporarily beginning on March 27, 28, 2017
 - o Projected completion date for the kitchen renovation is May 2017
2. In the event the renovation project timeline materially changes, both parties shall meet immediately to bargain over the impact of the changes.
3. During the period of February 27th through the completion of the project:
May 31st 2017:
 - o The Hospital shall make best efforts to schedule a All full-time and part-time dietary employees shall not have their work hours reduced, and shall maintain their current, fixed start and end times to their normal benefitted status.
 - o In the event that certain employees' regular positions, or assignments or work hours must change as a result of the closure of the kitchen and cafeteria, Management Hospital shall accord temporary assignments by skill mix, seniority and job classification.
 - o All affected employees shall be notified of their temporary assignments no less than seven (7) business days prior to the start of the temporary assignment. If, due to unforeseen circumstances, a change in the temporary assignment is required, employees will be given as much advanced notice as possible.
 - o In the event an employee is given a temporary assignment for which training will be required, Management Hospital shall provide adequate training prior to the start of the assignment.
4. In order to ensure clear and open communication throughout the renovation period, Hospital Management agrees to hold weekly department meetings with all dietary employees. During these meetings, Hospital Management shall provide employees with updates on the progress of the renovation, and employees and Hospital Management may work together to trouble-shoot any issues that arise.

Union QVMC Counter proposal: 2/13/14/2017

5. Following the conclusion of the renovation, all affected full-time, part-time and per diem dietary employees shall return to their ~~exact~~ same positions, assignments, and work ~~hours~~ status they had prior to the renovation.
6. If any new positions are created as a result of the renovation, Hospital Management shall post these positions internally first. The Hospital shall then award the position to the most senior qualified applicant. If all applicants are equally qualified, the position will be awarded to the most senior applicant. ~~allowing all current employees to bid on them and then offer the position to the bidder with the highest seniority.~~
7. Nothing in this agreement is intended to violate any current department practices. This agreement shall not result in any changes to past practice or working conditions for Queen of the Valley dietary employees other than what is specifically stated in this agreement.
8. Any tentative agreement reached regarding the temporary closure of the cafeteria and kitchen is contingent upon ratification by the NUHW-represented employees in the dietary department at St. Josephs the Hospital ~~Queen of the Valley.~~

Tentative Agreement: 2/17/2017

Queen of the Valley Dietary Department
Letter of Understanding

This document represents the agreement reached between the National Union of Healthcare Workers ("the Union" or "NUHW") and Queen of the Valley Medical Center ("Hospital") regarding the temporary closure of the cafeteria and kitchen to permit renovation of the kitchen at the Queen of the Valley Medical Center.

The Union and the Hospital agree to the following:

1. The projected kitchen renovation project timeline is as follows:
 - a. The cafeteria will be closed temporarily beginning February 27, 2017
 - b. The kitchen will be closed temporarily beginning March 27, 2017
 - c. Projected completion date for the kitchen renovation is May 2017
2. In the event the renovation project timeline materially changes, both parties shall meet immediately to bargain over the impact of the changes.
3. During the period of February 27th through the completion of the project:
 - a. The Hospital shall schedule all full-time and part-time dietary employees to their normal benefitted status. The Hospital reserves the right to flex employees in accordance with their current policy.
 - b. In the event that certain employees' regular positions, assignments or work hours must change as a result of the closure of the kitchen and cafeteria, the Hospital shall accord temporary assignments by seniority, beginning with benefit-eligible employees, then skill mix.
 - c. All affected employees shall be notified of their temporary assignments no less than seven (7) business days prior to the start of the temporary assignment. If, due to unforeseen circumstances, a change in the temporary assignment is required, employees will be given as much advanced notice as possible.
 - d. In the event an employee is given a temporary assignment for which training will be required, Hospital shall provide adequate training prior to the start of the assignment.
4. In order to ensure clear and open communication throughout the renovation period, the Hospital agrees to hold weekly department meetings with dietary employees. During these meetings, the Hospital shall provide employees with updates on the progress of the renovation, and employees and Hospital may work together to trouble-shoot any issues that arise.

Tentative Agreement: 2/17/2017

5. Following the conclusion of the renovation, all affected full-time, part-time and per diem dietary employees shall return to their same positions, assignments, and work status they had prior to the renovation.
6. In the event the Hospital desires to permanently change employees' work hours following the conclusion of the renovation, the Hospital agrees to notify the Union prior to implementing the change.
7. Following the conclusion of the renovation, the Hospital agrees to meet and confer with the Union to review the status of per diem employees within the dietary department.
8. If any new positions are created as a result of the renovation, the Hospital shall post these positions internally first. The Hospital shall award the position to the most senior, qualified applicant.
9. Nothing in this agreement is intended to violate any current department practices. This agreement shall not result in any changes to past practice or working conditions for Queen of the Valley dietary employees other than what is specifically stated in this agreement.
10. Any tentative agreement reached regarding the temporary closure of the cafeteria and kitchen is contingent upon ratification by the NUHW-represented employees in the dietary department at the Hospital.

For the Hospital

[Signature] 2/17/17
Date
[Signature] 2/17/17
Date
[Signature] 2/17/17
Date

For the NUHW

[Signature] 2-17-17
Date
[Signature] (Rep) 2/17/17
Date

Date

Queen of the Valley Medical Center
Cases 20-CA-197402 & 20-CA-197403

Confidential Witness Affidavit

I, Hilda A. Poulson, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at 360 Adams St. Oakland, CA 94601

My cell phone number (including area code) is 310-251-9667

My e-mail address is hpoulson@nuhw.org

I am employed by National Union of Healthcare Workers (NUHW)

located at 5801 Christie St. Suite 525, Emeryville, CA 94608

1 On April 12, 2017 I provided affidavit testimony in support of the allegations in related Case 20-
2 CA-196271. My testimony in this supplemental affidavit will expand on that testimony and will
3 address new allegations made in Cases 20-CA-197402 and 20-CA-197403. This testimony will
4 also address a separate allegation concerning the Employer's refusal to abide by a temporary
5 agreement signed by the parties which governs temporary closure of the Dietary Department that
6 the Union is planning on filing but has not yet done.

7
8 In my April 12, 2017 affidavit, I stated that the Employer violated the *Weingarten* rights of
9 Jennifer Mini (Phlebotomist) by not allowing me to attend her March 28 investigatory interview

Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website, www.nlrb.gov. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.

Cases 20-CA-197402 & 20-CA-197403

4/28/2017

(see page 7, line 1 to page 9, line 7). I would like to expand upon my previous testimony concerning this matter.

On February 27, Olive Romero (Director of Lab Pathology) emailed Mini and stated that she needed to have an interview with her concerning a test that was ordered in error. Sometime ^{9:00 or} ~~prior~~ ^{around HP} ~~to~~ February 27, Mini ^{called me and HP} told me that Romero had emailed her to inform her of a test that had been ordered in error for one of Mini's patient's. When I asked her, Mini informed me that it is common practice in the department to order tests if they are typed or handwritten on a patient's documentation. Doctors will either type or handwrite test orders, so it is not uncommon to see handwritten orders. On this instance, Mini told me that she ordered a test that had been handwritten on a patient's documentation, as per department practice. Mini conveyed to me that ^{was likely the subject the employer wished to discuss in the HP -} ~~this precipitated the Employer's March 28~~ investigatory interview with her. I was not allowed to attend this meeting, as described in my April 12, 2017 affidavit (page 8, line 13 to page 9, line 7).

Approximately one or two days after her March 28 investigatory interview, I called Mini to see how the meeting went. She told me that in the meeting, Romero asked her questions about the issue with the test that had been ordered in error and also brought up smaller errors that had been made in the past. Mini informed me that she told Romero that she wanted to be made aware of her errors and that she wanted to work on her performance. Mini told me that they ultimately agreed that if Mini did not make any errors in two weeks, her performance would be considered to have improved. I advised Mini that she follow-up with Romero after the two-week period to ^{confirm HP} ~~ensure~~ that her performance had been considered improved. I also told her that the Union was

Cases 20-CA-197402 & 20-CA-197403

4/28/2017

1 filing an unfair labor practice charge over the denial of her *Weingarten* rights and asked if she
2 would be willing to speak with the NLRB about what had happened. ~~The Union filed an unfair~~
3 labor practice charge on April 21, that has been docketed as Case 197402. I called Mini on April
4 24 and informed her that the Union had filed a charge and asked when she would be available to
5 give a statement. Mini told me that she had not made any errors in two weeks since her meeting,
6 and that she was scared to ruffle any feathers. She also told me that she has personal issues going
7 on and stated that she was worried if she participated in this unfair labor practice charge that she
8 could lose her job. I explained to her that the Employer could not terminate her for giving
9 testimony to the Board. She stated that she felt insecure participating in the charge because she
10 needed to keep her job and her house, and the anti-Union climate at the Employer's facility. *because of* *HP*

11
12 During my April 24 conversation with Mini, I also asked her if she had requested a follow-up
13 meeting with the Employer to confirm that her performance was considered improved. Mini told
14 me that Shanay Marquez (Outpatient Lab Supervisor) approached her and told her verbally that
15 her performance had been much improved. I encouraged Mini to request a meeting with Romero
16 to ensure that she would not be disciplined; however, she told me that she did not want to "rock
17 the boat."

18
19 Between the March 28 denial of my participation in Mini's meeting and Mini's April 24 refusal
20 to give a statement, the environment in the hospital has become increasingly hostile towards the
21 Union, as the Employer withdrew recognition from the union and now refuses to recognize the
22 Union. For example, additional security seems to be present and security and managers approach
23 me and instruct me to leave the Employer's facility while I am talking with Union members.

Cases 20-CA-197402 & 20-CA-197403

4/28/2017

In the past couple of weeks, I've noticed ~~HR~~ ^{HR}

1 ~~There are~~ two new security guards who I've never seen before. I now see approximately three

2 guards around the hospital at all times, whereas before the Employer withdrew recognition, I

3 only ever saw ~~one~~ ^{HR} two guards ~~at a time~~. Employees have also commented to me that they

4 notice increased security. The employees in dietary report they see security
5 guards pacing regularly in front of the temporary cafeteria. ~~HR~~ ^{HR}

6 Another example of the Employer's withdrawal of recognition is their continued recent denial of

7 Weingarten rights, when requested by employees. On Thursday April 13, Mike Meade (Surgical

8 Tech) approached me in the Employer's cafeteria and told me that he had just left the office of

9 Diane Kreigel (Interim Director of Surgical Services). He told me that Kreigel had called him out

10 of the department and asked that he go to her office. When he arrived, Kreigel, Kathy Hutchison

11 (HR Representative), and Ralf Jeworoski (OR Manager) were present in her office. Meade told

12 me that he immediately requested that his Union Representative be present, because he ~~knew~~ ^{suspected} that ~~HR~~

13 they were going to ask him about an earlier incident that he had with a doctor whose name I ~~did~~ ^{do not}

14 ~~not know~~ ^{recall} ~~HR~~. He told me that he earlier had asked a doctor to hang some drapes and that the doctor ~~HR~~

15 became visibly angry. When Meade asked for a representative, Kreigel told him that the

16 Employer was not recognizing the Union and that he could not have a Union representative.

17 Meade told me that they started asking him questions about his incident with the doctor and he

18 stated that he requested a Union representative be present when he answered questions. When

19 they persisted in asking him questions, he left Kreigel's office and came to see me in the

20 cafeteria, where he told me about this interaction.

21

Cases 20-CA-197402 & 20-CA-197403

4/28/2017

1 In my April 12, 2017 affidavit, I stated that the Employer made unilateral and retaliatory changes
2 to employees' schedules in the Sterile Processing Department (see page 13, line 18 to page 17,
3 line 16). I would like to expand upon my previous testimony concerning this matter.

4
5 To date, the Union has not received a response from Kreigel about reconvening to bargain over
6 scheduling changes and remedies for Manager Stacy Guck's harassment. The employees in the
7 department have told me that the Employer continues to implement its unilaterally determined
8 schedule. Martha McNelis (Sterile Processing Tech) informed me that her start time continues to
9 be 9:00 a.m., rather than 7:00 a.m., as it has been for the previous several years. To date, the
10 Sterile Processing employees have conveyed to me that the atmosphere in the department is tense
11 with respect to the Union and that management continues to maintain a hostile attitude towards
12 department employees and the Union.

13
14 Management in the Sterile Processing Department continues to engage in anti-Union actions,
15 which creates a tense and hostile work environment with respect to Union activity. Sometime
16 during the week of March 27, I went the Pathology wing of the Employer's facility,
17 so that I could leave fliers in the break room and meet with employees. I struck up a conversation
18 with a newly hired Sterile Processing Tech, who was on her break. As we were talking, Guck
19 approached the new employee and asked if she was on her break. The employee stated that she
20 was. Guck then turned to me and stated that I was not allowed to be in the break room and that I
21 was not allowed to speak with employees in the break room. I told her that the break room was
22 the perfect place for me to speak with employees. The new employee became visibly anxious to

1 be talking to me due to Guck's hostility. I observed her fearful demeanor. After Guck repeatedly
2 asked me to leave the break room, I chose to do so.

3
4 In my April 12, 2017 affidavit, I stated that the Employer engaged the Union in bargaining over,
5 and signed an agreement concerning, the temporary closure of the Dietary Department (see page
6 17, line 18 to page 20, line 23). The Union has not yet filed an unfair labor practice charge
7 concerning this specific allegation but we are planning on doing so shortly. I would like to
8 expand upon my previous testimony concerning this matter.

9
10 On April 11, I sent an email to Bill Candella (Director of Employee Advocacy & Labor
11 Relations), Donna Schelling (Director of Human Resources), several other Employer officials,
12 and the Union's bargaining team members in the department. This email reminded the Employer
13 that the end of May 2017 was the projected end of the Employer's renovation and I stated that I
14 wanted to reconvene and discuss the timetable for employees' return. The agreement signed by
15 the parties allows for the parties to reconvene if the project is off schedule and this is what I was
16 trying to assess. I proposed several times and dates to meet over the subject as well.

17 After receiving no response, on April 21 I followed up via email to Candella and requested that
18 he confirm his availability for the meeting. On April 23, I received an email from Schelling
19 stating that the Employer could not recognize the Union as the employees' exclusive collective
20 bargaining representative because the Union's certification is flawed; therefore, the Employer
21 claimed that it was not bound by our signed agreement. On April 26, I replied to Schelling via
22 email and reminded her that the document referenced in my email was a signed agreement
23 between the Union and the Employer that had been reached after several bargaining sessions

1 between the parties. I reminded her that she was part of this bargaining process whereby the
2 Employer recognized the Union and also recognized the Employer's obligation to bargain in
3 good faith with the Union. I also stated that the Employer provided the Union with extensive
4 information during this process. I reminded her that this agreement was ratified following a vote
5 by affected Union members following the Employer's consent and facilitation of this process. I
6 then asked her if the Employer was refusing to abide by the parties' signed agreement. I received
7 an out of office reply from Schelling but have not yet received a substantive response from her.
8 The above-referenced email chain between the parties is attached as Exhibit A. Schelling's out of
9 office reply is attached as Exhibit B.

10
11 On April 25, Kathy Rogers (Bargaining Team Member) informed me during an in-person
12 conversation in the Employer's cafeteria that sometime during the week of April 17, she asked
13 about the renovation timeline during a department huddle with LuPriore. She informed me
14 That LuPriore told employees who were present that the renovation was behind and that the
15 temporary closure would likely extend until June 2017. Employees know that any delay in the
16 timeline should trigger a meeting between the Employer and their bargaining representatives
17 because they are the ones who ratified the agreement. Employees in the department have
18 expressed frustration and dismay with the Union's inability to enforce the negotiated agreement.

19 //

20 //

21 //

22 //

23 //

Cases 20-CA-197402 & 20-CA-197403

4/28/2017

1 //

2 //

3 //

4 //

5 For example, Union bargaining team members Anacelia Trejo and Analisa ^{Ropledo HP} ~~Pobledo~~, both of
 6 whom have been strong Union supporters, ^{HP} recently stated that they do not understand why the
 7 Employer would sign an agreement with the Union and then go back on it. They asked how
 8 management was allowed to get away with this. Daniel Hernandez (Dietary Employee) also
 9 asked how the Employer could get away with not abiding by the signed agreement.
 10 I informed employees of the steps that the Union is taking to remedy the situation, but the
 11 Employer's refusal to abide by this signed agreement has caused the Union to appear ineffective.

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of 8 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date:

7/28/17

Signature:

Hilda A. Poulson

Hilda A. Poulson

Signed and sworn to before me on April 28, 2017 at

San Francisco, California

David J. MacIntyre

DAVID J. MACINTYRE

Board Agent

National Labor Relations Board

HP

From: Hilda Poulson [<mailto:hpoulson@nuhw.org>]
Sent: Wednesday, April 26, 2017 6:36 PM
To: Schelling, Donna
Cc: Candella, Bill; Gruetter, Jill; LuPriore, Elizabeth; Laura Watson; Dan Martin; jesseh707@yahoo.com; K Rog; anaceliat@att.net
Subject: Re: QVMC Construction Projects

Donna,

The document I mentioned in my email is a signed agreement between the NUHW and the Hospital, reached after several negotiation sessions between representatives of NUHW and the Hospital. During the negotiations process for this very agreement, representatives of the hospital (including you) both recognized the Union's status as exclusive representative, and also recognized the Hospital's obligation to bargain in good faith with NUHW, and provided information we requested. The tentative agreement was bargained for, signed, and then ratified by NUHW-represented employees with your full knowledge and approval. Are you saying the Hospital will no longer honor our signed agreement?

Thanks,

-Hilda

On Sun, Apr 23, 2017 at 1:40 PM, Schelling, Donna <Donna.Schelling@stjoe.org> wrote:

Hilda,

Thank you for your email. As I previously shared, because the certification of the election results is flawed, we cannot recognize the NUHW as the exclusive representative of the employees. For the same reason, we are not bound by the document you mention in your email. That said, the letter of agreement simply describes the process the hospital intended to follow during construction, and that remains the hospital's intention.

Sincerely,

Donna

Donna Schelling, PHR, SHRM-CP

Director, Human Resources

Queen of the Valley Medical Center

1000 Trancas St, Napa, CA 94558

T: (707) 252-4411, x2135 C: (707) 299-0768 F: (707) 257-4079

www.thequeen.org



From: Hilda Poulson [mailto:hpoulson@nuhw.org]
Sent: Friday, April 21, 2017 1:36 PM

To: Schelling, Donna
Cc: Candella, Bill; Gruetter, Jill; LuPriore, Elizabeth; Laura Watson; Dan Martin;
jesseh707@yahoo.com; K Rog; anaceliat@att.net
Subject: Re: QVMC Construction Projects

Hi Bill,

Just following up here- can you please confirm your availability for a meeting to discuss conclusion of the kitchen renovation project?

Best,

-Hilda

On Tue, Apr 11, 2017 at 1:55 PM, Hilda Poulson <hpoulson@nuhw.org> wrote:

Hi Bill,

As we are closing in on May 2017 and the projected end of the kitchen renovation project as outlined in our 2/17 agreement, I wanted to reach out and request a meeting so that we can confirm the timeline for concluding the project and discuss the process/timetable for transitioning employees back to their regular hours and assignments.

Here are some dates/times we can be available to meet:

- Thursday April 20th 9am-6pm
- Friday April 21st 9am-12pm
- Monday April 24th 9am-1pm
- Tuesday April 25th 9am-6pm
- Wednesday April 26th 9am-6pm
- Friday April 28th 9am-6pm

Best,

-Hilda

On Thu, Mar 2, 2017 at 10:33 AM, Hilda Poulson <hpoulson@nuhw.org> wrote:

Hi Beth,

It has come to our attention that Management has introduced rotating weekend coverage to the dietary department schedule for some employees. Previously, rotating weekends has not been a departmental practice- some employees worked fixed weekend hours, while others did not.

>> Can you please provide us with your evidence or justification for suddenly instituting rotating weekend coverage for some employees? When we ask for evidence or justification, we are not interested in hearing that there is a policy on file that allows for this, or that employees in other departments rotate weekends. We are specifically interested in understanding the operational need for this change.

We would like to remind you that per our agreement ratified 2/22/17, any changes to hours or assignments during the temporary closure are only temporary. Following the completion of the renovation project, if management wishes to change employees' start and end times, assignments, or schedules, you must meet with the Union and bargain over the proposed changes prior to implementation.

Thank you,

-Hilda

On Wed, Feb 22, 2017 at 3:47 PM, Schelling, Donna <Donna.Schelling@stjoe.org> wrote:

Great news!

Thank you,

ds

Donna Schelling, PHR, SHRM-CP

Director, Human Resources

Queen of the Valley Medical Center

1000 Trancas St, Napa, CA 94558

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www.thequeen.org



From: Hilda Poulson [mailto:hpoulson@nuhw.org]

Sent: Wednesday, February 22, 2017 1:36 PM

To: Schelling, Donna

Cc: Candella, Bill; Gruetter, Jill; LuPriore, Elizabeth; Laura Watson; Dan Martin; jesseh707@yahoo.com; K Rog; anaceliat@att.net

Subject: Re: QVMC Construction Projects

Hi Donna,

The employees of the dietary department have voted to ratify the tentative agreement we reached on Friday 2/17/17. They look forward to Beth's department huddle tomorrow at 1pm to review the schedule/temporary assignments.

Best,

-Hilda

On Fri, Feb 17, 2017 at 2:14 PM, Hilda Poulson <hpoulson@nuhw.org> wrote:

Hi Donna,

Here is the tentative agreement, subject to ratification by the employees of the dietary department.

-Hilda

On Fri, Feb 17, 2017 at 11:36 AM, Hilda Poulson <hpoulson@nuhw.org> wrote:

Thank you for the clarification. Please find attached the Union's counter proposal.

On Fri, Feb 17, 2017 at 10:15 AM, Schelling, Donna <Donna.Schelling@stjoe.org> wrote:

Sorry for the confusion, we are meeting at **11:30** today, not at 12:30 as I put in the email below. We are in MCR #2 however. ds

Donna Schelling, PHR, SHRM-CP

Director, Human Resources

Queen of the Valley Medical Center

1000 Trancas St, Napa, CA 94558

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From: Schelling, Donna

Sent: Friday, February 17, 2017 10:03 AM

To: 'Hilda Poulson'; Candella, Bill; Gruetter, Jill; LuPriore, Elizabeth

Cc: Laura Watson; Dan Martin; jesseh707@yahoo.com; K Rog; anaceliat@att.net

Subject: RE: QVMC Construction Projects

Here is the spreadsheet from Beth for the last bullet below. See you at 12:30pm in MCR #2.

Donna Schelling, PHR, SHRM-CP

Director, Human Resources

Queen of the Valley Medical Center

1000 Trancas St, Napa, CA 94558

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www.thequeen.org



From: Hilda Poulson [<mailto:hpoulson@nuhw.org>]

Sent: Tuesday, February 14, 2017 9:25 AM

To: Candella, Bill; Gruetter, Jill; LuPriore, Elizabeth; Schelling, Donna

Cc: Laura Watson; Dan Martin; jesseh707@yahoo.com; K Rog; anaceliat@att.net

Subject: Re: QVMC Construction Projects

Hi Bill,

Here are the action items we agree to out of yesterday's meeting:

- Jill will email the Union digital copies of the job descriptions, job flows, and employee memo which were presented in hard copy form at yesterday's meeting.
- Bill will draft and submit Management's counter-proposal to the Union by mid-week this week
- Local HR representatives/Management will reconvene with the Union on Friday 2/17 at 11:30am to review management's counter-proposal
- In time for Friday's meeting, Beth will share the following info in a single spreadsheet:
 - Employee Name

- Hire Date
- Current Start/End Time
- Current Assignment
- Proposed temporary Start/End Time
- Proposed temporary assignment

If I have missed anything, please let me know.

Thanks,

-Hilda

On Fri, Feb 10, 2017 at 4:10 PM, Hilda Poulson <hpoulson@nuhw.org> wrote:

Hi Bill,

Please find attached the Union's proposal regarding the kitchen renovation. We look forward to reviewing it and answering any questions you have at our Monday 2/13 meeting.

We are in receipt of some of the information we requested on 2/1/17. We have a few questions about this information, which we will raise in our Monday meeting.

Thanks,

-Hilda

On Tue, Feb 7, 2017 at 10:35 AM, Bill Candella <Bill.Candella@stjoe.org> wrote:

Hilda – the ministry is having a meeting today to gather its responses. This also confirms that we have rescheduled the meeting to Monday, February 13th.

Thanks,

Bill

From: Hilda Poulson [mailto:hpoulson@nuhw.org]
Sent: Tuesday, February 07, 2017 10:11 AM
To: Bill Candella; Donna Schelling; John Bibby
Cc: Laura Watson; Dan Martin; jesseh707@yahoo.com; K Rog; anaceliat@att.net
Subject: Re: QVMC Construction Projects

Hi Bill,

Just following up on this- per our conversation on the phone yesterday, I know you are in receipt of our RFI. Can you estimate when you will be able to get us a response?

Thanks,

-Hilda

On Wed, Feb 1, 2017 at 11:58 AM, Hilda Poulson <hpoulson@nuhw.org> wrote:

Hi Bill,

Please find attached our information request regarding the hospital's cafeteria renovation plans.

Per our phone conversation earlier today, since we are aiming to hold a second meeting on this issue next week, it would be ideal if your team could review the attached RFI and respond to us no later than Monday, February 6 COB.

Please let me know if you have any questions,

-Hilda

On Fri, Jan 27, 2017 at 4:33 PM, Hilda Poulson <hpoulson@nuhw.org> wrote:

Hi Bill,

Thank you for agreeing in our meeting on 1.24.17 to continue to meet and bargain with us over the effects of this renovation plan, and for clarifying that Queen administration will re-open the kitchen and cafeteria post-renovation.

We are working on a counter-proposal (in response to the items Beth presented to us in the 1.24.17 meeting), and would like to schedule a meeting to walk you through it.

We are available to meet:

- Tuesday, January 31st, between 9am and 2pm
- Wednesday February 1st between 10am and 6pm
- Monday February 6th between 1pm and 6pm
- Tuesday February 7th between 10am and 6pm
- Wednesday February 8th between 10am and 6pm
- Thursday February 9th between 10am and 6pm
- Friday February 10th between 10am and 6pm

Additionally, my schedule the week of February 13th is open, so we'd be happy to schedule meetings then as well.

-Hilda

On Thu, Jan 19, 2017 at 7:56 AM, Hilda Poulson <hpoulson@nuhw.org> wrote:

Hi Bill,

Thanks for your letter. Please see attached our cease and desist + request to bargain.

We are available to meet on the following dates/times:

- Monday January 23rd between 10am and 4pm
- Tuesday January 24th between 10am and 1pm
- Wednesday January 25th between 10am and 6pm
- Thursday January 26th between 10am and 6pm
- Friday January 27th between 10am and 12pm
- Monday January 30th between 10am and 6pm
- Tuesday January 31st between 10am and 6pm
- Wednesday February 1st between 10am and 6pm
- Monday February 6th between 1pm and 6pm
- Tuesday February 7th between 10am and 6pm
- Wednesday February 8th between 10am and 6pm
- Thursday February 9th between 10am and 6pm
- Friday February 10th between 10am and 6pm

Best,

-Hilda

On Mon, Jan 16, 2017 at 4:12 PM, Bill Candella <Bill.Candella@stjoe.org> wrote:

Hilda – for your information, please see the attached regarding upcoming construction projects at QVMC.

Thanks,

Bill

Bill Candella

DIRECTOR, EMPLOYEE ADVOCACY & LABOR RELATIONS

3345 Michelson Drive, Suite 200, Irvine, CA 92612

Office: (949) 381-4373 Mobile: (949) 537-4760 Fax: (949) 381-4982

Bill.Candella@stjoe.org

From: **Schelling, Donna** <Donna.Schelling@stjoe.org>
Date: Wed, Apr 26, 2017 at 7:07 PM
Subject: Automatic reply: QVMC Construction Projects
To: Hilda Poulson <hpoulson@nuhw.org>

I will be out of the office Wednesday, April 26th through Friday, April 28th, returning on Monday, May 1, 2017. I will be checking my email on a very limited basis, however if you need more immediate service please call x2111 and an HR representative will be happy to assist you.

Take care & be happy,

Donna

--

Hilda Poulson
Organizer, NUHW
hpoulson@nuhw.org
(510) 214-6732

Queen of the Valley Medical Center
Case 20-CA-196271

Confidential Witness Affidavit

I, Hilda A. Poulson, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at 360 Adams St. Oakland, CA 94601

My cell phone number (including area code) is 310-251-9667


My e-mail address is hpoulson@nuhw.org

I am employed by National Union of Healthcare Workers (NUHW)

located at 5801 Christie St. Suite 525, Emeryville, CA 94608

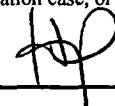
1 On April 12, 2017 and April 28, 2017, I provided testimony in support of NUHW's (Union)
2 allegations against Queen of the Valley Medical Center (Employer) in 20-CA-196271, 20-CA-
3 197402, and 20-CA-197403. This affidavit will act as a supplement to my prior testimony
4 regarding employee chill and loss of Union support.

5

6 Employer employees, including strong Union supporters, have indicated to me that they are no
7 longer supporting the Union as fervently as they once were. One example of this is the decrease
8 in bargaining team meeting turnout. Since the Employer articulated its plans to withdraw 
9 recognition on or about March 24, 2017, attendance at bargaining team meetings has decreased

Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website, www.nlr.gov. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.



1 by approximately 50%. Following the Union's certification on December 22, bargaining unit
2 members elected approximately 30 of their peers to serve on the union's bargaining team.
3 The Union has held 5 bargaining team meetings from December 22, 2016 (the date the Union
4 was certified) to the present date. Prior to the end of March, the Union regularly saw 30 or more
5 employees attend bargaining team meetings. In the meetings following the employer's
6 announced withdrawal of recognition, employees have expressed reluctance to participate in
7 Union meetings and other activities, ^{HP} and meeting ~~team~~ attendance has decreased. To illustrate the point, the Union's first bargaining team
8 meeting, on January 19, saw 32 unit members in attendance. 31 unit members attended the
9 second meeting, which was held on February 22 and 23. Our third meeting was held on March
10 23 and ^{HP} 36 unit members attended this meeting. In the last two meetings, the Union has seen a
11 significant drop off in attendance. 14 unit members the meeting on April 19, while on May 16,
12 only 12 unit members were in attendance.

13
14 At both the April and May meetings, the members in attendance expressed helplessness and
15 dismay in the Union. In the May meeting specifically, strong Union leaders expressed frustration
16 at their co-workers loss of hope in the Union. They informed me that they were frustrated
17 because it was becoming harder for them to maintain their co-workers support for, and the
18 credibility of the, Union. They also expressed that their coworkers indicated that they felt
19 retaliation and were not willing to "stick their necks out" by participating in Union activities.

20
21 Another instance of chill in the workplace is that multiple unit members are being disciplined or
22 terminated without investigatory meetings being held and without their being afforded Union
23 representation upon request. There are ^{4 HP} ~~three~~ examples of this type of conduct. The first occurred

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20 Jeanele HP
 1 on or about the week of March 18, when Janette Wilson (Patient account Representative) called
 2 and told me that her manager wanted to meet with her to inquire about her ~~productivity~~ ^{work performance.} HP
 3 asked me to represent her. Brumley's emails to Wilson informing her of the date and purposes of
 4 the meeting are attached as Exhibit A. On March 21, I sent an email to her manager, Rhonda
 5 Brumley, confirming that I would be present at Wilson's investigatory meeting on March 28 at
 6 10:00 a.m. On March 27, Brumley emailed Wilson and I, informing us that the interview had
 7 been cancelled. My March 21 email and Brumley's March 27 email cancelling the meeting are
 8 attached as Exhibit B.

9
 10 On April 19, Wilson informed me ^{verbally} HP that her meeting had yet to be conducted. She indicated that
 11 she would let me know if and when her interview took place and stated that she still desired
 12 representation. On May 9, Wilson called me and told me that ^{office} HP her manager, Jill Cotter, pulled her
 13 into a meeting and gave her a verbal warning earlier that day. Brumley was also present for this
 14 meeting. Wilson told me in this conversation that she asked for representation several times ^{prior to and during} HP
 15 ~~advance of this meeting and was denied.~~ ^{the management refused.} HP

16 ~~the subject matter of the meeting, Brumley indicated that it was going to concern her work~~ HP
 17 ~~performance.~~ ^{Wilson also stated the verbal warning was concerning}
 18 ~~her performance and attendance, a subject Brumley had expressed~~
 19 ~~a desire to speak with her about in her 3/21 email to~~ ^{request a meeting.}

19 The second instance of an individual not being afforded Union representation occurred on or
 20 about May 15, when Mike Meade (OR Tech) was terminated without an investigatory meeting
 21 being conducted. Prior to his termination, on April 13, he had a meeting with the Employer
 22 where he requested representation and was denied, as described in my April 28 affidavit. On or
 23 around May 15, Meade was terminated due to the issues encompassed in my prior affidavit.

1 Since Meade's termination, one or two of his coworkers, including bargaining team member S
2 and Linda Massey, HP Martha McNelis (OSPC) have asked me how Meade could have been terminated without an
3 interview and without a union representative present. His termination was also discussed in the
4 May 16 bargaining team meeting, when multiple employees expressed shock and dismay at his
5 termination.

6
7 The third incident is that on May 31, Jason Wells (Sterile Processing Tech and public Union
8 supporter) was suspended for three days without an investigatory meeting. When I spoke with
9 Wells on June 1, he stated that he believed his suspension to be retaliatory. He stated that several
10 days prior to his suspension, he questioned Stacy Guck's (Sterile Processing Manager) practice
11 of mandatory weekend on-call scheduling. This interaction occurred between Guck and Wells, in
12 addition to several other department employees. AP.

13
14 A fourth incident occurred on May 23, when Kathy Golingo (Nursing Assistant, bargaining team
15 member, and public Union supporter) texted me to tell me that she had been given a notice of
16 written counseling, allegedly for tardiness. Golingo told me that the Employer's practice was to
17 allow employees a seven-minute grace period before considering them to be tardy. During a
18 conversation that we had on June 1, she expressed frustration with the fact that an investigation
19 had not been conducted. She lamented the fact that she was not allowed to argue that she was not
20 tardy and that she was merely operating within this seven minute window, per established practice.
21 AP.

22 Another potential example of chill that I am observing at the Employer's facility is that several
23 key Union supporters have left the Employer. As described in my April 12 affidavit, Jesse Perla

1 (Sterile Processing Tech) left the Employer on March 31 while Rene Frogee (EVS Department
2 employee) ^{HP} left the Employer on April 21. Both employees indicated to me that the tense anti-
3 Union atmosphere and Employer's relation against their Union activity was a primary factor in
4 their decision to leave the Employer. Since March 24 there has been another prominent Union
5 supporter to leave the Employer. On or around May 16, Caley Norman (Phlebotomist and public
6 Union supporter) told me during an in-person conversation that she was going to be leaving the
7 Employer to work for Kaiser. Norman expressed that things had become too stressful at the
8 Employer and was excited to work at Kaiser because they have a union. Additionally, Liz Nunez
9 (Oncology) expressed to me that she was looking for a new job during an in-person conversation
10 sometime during the first week of May. She told me that she felt stressed out and that she was
11 being harassed by her supervisor. ^{for her union activism. HP} She is still employed by the Employer.

12
13 The fourth example of potential chill caused by the Employer's behavior is that several
14 bargaining team members have resigned or taken on a lesser role. As stated in my April 12
15 affidavit, two bargaining team members (Maria Green and Debbie Criner) asked to resign from
16 the bargaining team while a third, David Koch, withdrew his commitment to attend a then-
17 upcoming meeting and asked to take on a lesser role. In addition, on May 31, Kathy Rodgers ^{HP}
18 (Dietary Department employee) texted me stating that she wanted to resign from the bargaining
19 team and asked about the process. ^{for resigning. HP} In another incident, on June 1, Koch re-iterated that he was
20 too fearful to attend any more Union activities because he feared retaliation from management.
21 He told me this during a conversation that we had in the Employer's cafeteria.

1 A fifth example of potential chill in the workplace is that Employer managers are routinely
2 denying the Union access to its facility. There are approximately five instances where the
3 Employer denied me the use of its space and this is detailed in both my April 12 and April 28
4 affidavits. Additionally, on May 16, Michelle, last name unknown (ICU Manager) interrupted
5 me as I was greeting a new EVS employee named Catalina Lopez. I was on my way to the ICU
6 break room to leave flyers. Michelle stood over Catalina and I. She instructed me to leave the
7 unit. Later in the afternoon, I encountered Lopez in the hallway and she expressed fear and
8 dismay that she had already angered a manager. She stated that she was afraid for her job.

9
10 Also on May 16, I was greeting Nadine Quides (Pharmacy Department employee and bargaining
11 team member) in the hallway of the second floor when a woman whom I believe to be either
12 Carrie Ziedel (Manager) or Joann Munski (Manager) approached us and told Quides to "stop
13 talking and get back to work." I am unsure if this manager was Ziedel or Munski because they
14 look very similar to one another. On May 17, I called Quides and she told me that she felt fearful
15 for her job during that interaction. She stated that she is growing increasingly fearful for her job
16 because of her known and visible Union activity. On May 16, McNelis told me via an in-person
17 conversation, that on May 10, she requested a day off from her manager, Stacy Guck. McNelis
18 purported that Guck approved the day that she requested, ~~which I do not know~~. McNelis told me
19 that Guck then stated that St. Joseph's still takes care of you guys, unlike this thing. McNelis
20 contends that Guck then pointed to McNelis's pro-Union lanyard. McNelis told me that Guck's
21 statements made her ~~fearful to engage in Union activity~~. ^{feel intimidated.}

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1 Another action that the Employer has taken that could potentially cause a loss of employee
2 support for the Union is that there appears to be more of a security presence at the Employer's
3 facility. On at least one occasion, security followed me around the facility. Prior to late march, I
4 often only saw one to two security guards at the Employer's facility. Beginning in April, I began
5 seeing at least three to four security guards when I went to visit the hospital. In addition to the
6 existing Employer security guards, the Employer appears to have hired additional guards from
7 Allied Security. I know this because the new set of security guards all wear Allied Security
8 uniforms while the first set of one or two guards did not. On multiple occasions, security guards
9 in the facility have followed or surveilled me. For example, on or about May 4, King Family
10 (Security Guard) stopped me in the hallway outside of the Acute Rehab Unit. He told me that I
11 should not be ~~wandering~~ ^{appear to} around the hospital and that his job was to make sure that I did not get
12 into any trouble. On more than one occasion, I have seen security guards pacing in front of the
13 cafeteria while I am present in the public cafeteria, meeting with workers. The first time that I
14 observed this taking place was on March 31. ^{I observed this again May 11th. HP} On June 1, I was seated alone on a picnic bench
15 outside of the Employer's cafeteria when Family walked by and made a gesture towards me that
16 I believe was meant to convey that he was watching me. Also on June 1, I saw one of the newer
17 security guards, whose name I do not know, passed ^{HP.} me in the hallway on the first floor. I took
18 the elevator to the third floor and the same security guard was present on the third floor shortly
19 after I got there. When I entered the 3 North unit, this guard came and stood at the entrance to the
20 unit and at one point it appeared to me as though he was using his cell phone to film me. The
21 employees in the unit seemed to take notice of him being there. I believe this because numerous
22 department employees looked at me and back at him, as though they were equating his presence
23 with mine.

1
2 Employees seem to be noticing the increased security and several have asked me if it was illegal
3 for me to be in the Employer's facility. For example, on May 11, bargaining unit members wore
4 pro-Union stickers to work. After I offered a sticker to Larry Coones^{m HP} (CEO) in the cafeteria of
5 the Employer's facility, numerous security guards approached the cafeteria. Since that day, ^{at more than one}
6 ~~least one~~ employee has asked me if I was escorted off the premises by security that day. On June
7 1, Becky Dodds (Radiology Department employee and bargaining team member) met me in the
8 cafeteria and remarked on the increased security. She told me that she had heard that I was
9 escorted out of the facility on May 16. I told her no. During this conversation, Coones^{m HP} came into
10 the Employer's cafeteria. When Coones^{m HP} entered the cafeteria, Dodds ^{seemed to become} ~~became~~ ^{HP} anxious to me but
11 did not say anything concerning his presence.

12
13 Another way in which the Employer's behavior could potentially have a chilling effect is that
14 employees who were previously willing to take on department issues have now indicated that
15 they no longer wish to pursue these issues. The first example of this is that Jennifer Mini
16 (Phlebotomist) informed me that she did not wish to provide the Region with testimony, as
17 detailed in my April 28 affidavit. The second example of such an issue occurred on April 6,
18 when Liz ^{Kuhl} ~~Cole~~ (Lab Department employee) called and told me that she spoke with her coworkers
19 in the Lab and that they were not interested in moving forward with issues involving scheduling
20 changes. She stated that they no longer wished to pursue this issue because they were nervous
21 about where things stood with the Union.

1 On June 1, Tony Ruiz (ED Tech and bargaining team member) told me that management in the
 2 ED was planning on implementing changes to employees' schedules. This is the second time that
 3 the Employer has attempted to change ED's Tech schedules. The first time the Employer
 4 proposing making ED scheduling changes, Ruiz was very animated about the topic and he
 5 worked to organize his department against the changes. The Union filed a cease and desist^{at Ruiz's urging,}
 6 which the Employer complied with. Shortly thereafter, Ruiz was featured on a Union flyer,
 7 heralding the union's victory in preventing the changes. This time around, when I asked Ruiz
 8 about the proposed changes he did not express a desire to attempt to fight the changes. This
 9 stands in stark contrast with his concerted efforts the first time that such scheduling changes
 10 were ~~proposed~~^{proposed}. This is a major optics challenge for the Union because Ruiz was an original
 11 member of the organizing committee, was a visible Union supporter throughout the process, and
 12 his actions in preventing the changes the first time around were celebrated by the Union and
 13 Union supporters throughout the hospital.

14
 15 The eighth facet of the Employer's behavior that could potentially harm the Union's standing in
 16 the eyes of unit members is that multiple employees have expressed concern over the Union's
 17 inability to enforce agreements and hold management accountable. The first example of this
 18 occurred on or about April 23, when Anacelia Trejo, Daniel Hernandez, and Analisa Robledo
 19 (Dietary Department employees) loudly asked me how the Employer could get away with
 20 refusing to honor a signed agreement during a meeting with them in the Employer's cafeteria.
 21 This conversation was in relation to Donna Schelling's (Director of HR) April 23 email where
 22 she informed the Union and Dietary Department employees that the Employer was not bound by
 23 the parties' signed agreement governing the temporary closure of the kitchen and cafeteria. It is

1 important to note that Trejo and Robledo are elected bargaining team members and are de facto
2 leaders of their fellow unit members. The second instance of this was on May 3, when Wilson
3 told me that she did not understand why the Union could not help her. She expressed dismay
4 with the length of the process as well. This was in reference to Wilson's manager denying her
5 Union representation during an investigatory meeting, described above. The third example of this
6 also took place on May 3, when ^{Kuhl TP} ~~Cole~~ told me in the second floor hallway that she was ^{no TP} ~~no~~ longer
7 able to attend bargaining team meetings. She informed me that multiple phlebotomists have
8 expressed to her that they are disinterested in participating in Union activities because it did not
9 seem like the Union was able to do anything to combat changes in their department. The fourth
10 example of this also occurred on May 3, when Vanessa Bogdan-Kehl (Pharmacy tech and
11 elected bargaining team member) told me during a brief conversation in the hallway outside of
12 the Pharmacy that her coworkers are expressing frustration with the Union. She also told me that
13 unit members in her department do not want to wear Union stickers or show any kind of public
14 support for the Union because they are afraid of Employer retaliation. A fifth example took place
15 on May 4, when Miguel Arroyo (EVS employee) told me that he was not interested in wearing a
16 Union sticker out of fear of retaliation. He told me "sorry, I am chicken." Another example of
17 this took place on May 6, when Cheryl Conant (Ultrasound Tech and bargaining team member)
18 emailed me and asked about the union's ability to fight back if the Employer made changes to
19 employees' healthcare plans during the current enrollment period. The tone of the email struck
20 me as anxious due to the high volume of question marks and exclamation points contained in her
21 message. On May 16, Ray ^{Herrera TP} ~~Herrera~~ (Radiation Tech and bargaining team member) told me during
22 an in-person conversation at a Round Table Pizza that employees in his department are 'losing
23 ^{TP} ~~S~~ team" with respect to the Union. He also stated that they would be "keeping their heads down"

1 out of fear of reprisal. Also on May 16, Don^{HP}Alvis (Pharmacy Tech and Union activist) told me
2 during an in-person conversation at the Round Table Pizza that his coworkers in his department
3 are too afraid to wear stickers. He also stated, "the longer this goes on, the longer employees are
4 not going to support the Union." Also on May 16, Linda Massey^{HP} (Sterile Processing Tech and
5 bargaining team member) told me via phone conversation that her coworkers were telling her,
6 "it's like ^{we} ~~they~~ ^{HP} never voted for the Union." She said that people are telling her that they are scared
7 because they saw Meade get fired and are afraid that this could happen to them as well. The last
8 example of this is that on June 1, Maria Padilla (OR Nursing Assistant and bargaining team
9 member) told me in a conversation that took place in the hallway outside of the OR that she is
10 too afraid to participate in upcoming Union activities because it makes her nervous and she does
11 not want to draw attention to herself. This is notable to me because in the past, Padilla was a very
12 active organizing committee member, took part in leafleting outside of the hospital, participated
13 in Union actions^{HP} inside of the hospital, and was featured in a video on the Union's Facebook
14 page.

15
16 The last thing that the Employer is doing that appears to me to be creating chill is that the
17 Employer has unilaterally implemented changes to unit members' working conditions. A portion
18 of these changes are outlined in a May 19 email that I sent to Schelling. On May 22, she
19 responded to this email and reiterated the Employer's ^{unwillingness} ~~willingness~~ ^{HP} to negotiate these changes with
20 the Union. My May 19 email and Schelling's May 22 response are attached as Exhibit C. Since
21 my email on May 19, there have been additional changes unilaterally implemented by the
22 Employer. They include, but are not limited to; changing employee hours in the Outpatient Lab
23 and asking employees to rotate closing staff on a weekly basis. Additionally, there has been at

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Laboratory HP

1 least one new job posted where internal staff where not first notified, causing outside staff to be
 2 hired. This is in contrast to the Employer's past practice in this regard. Also, Dietary Department
 3 employees have told me that the number of employees scheduled for weekend shifts has
 4 decreased and that this has caused an increase in their work responsibilities on weekends. In the
 5 Radiology Department, as secretary who is typically assigned to cover the ~~TV~~ desk in the basement
 6 of the hospital was sent to train in the MRI Department. This caused the Radiology Department
 7 desk to be short-staffed and forced the MRI desk into additional training work. Another instance
 8 of an Employer change^{HP} is that the Employer has hired at least three Travelling Nursing
 9 Assistants. They are ~~scheduling these travelers for shifts without first scheduling all full-time~~ ^{then sending home the full-time employees when census is low, and}
 10 ~~employees.~~ ^{keeping the} This is contrary to past practice in the department. ^{travelers on shift.}

HP

12 On the 3 North unit, the Employer failed to post a chemotherapy precaution notice on the door of
 13 a patient receiving chemotherapy treatment for approximately two weeks. This is in
 14 contradiction to Employer policy. ^{practice, HP} Chemotherapy precaution notices ^{HP} cause employees to be
 15 aware that there are chemo chemicals present in the room and this causes employees to take
 16 enhanced physical precautions, such as wearing two sets of gloves. Without this notice posted,
 17 multiple CNA's who worked in this patients room ^{HP} were unnecessarily exposed to potentially
 18 harmful chemicals.

//

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1 //

2 //

3 //

4 Lastly, the ED Techs have been told that their ^{pic HP} schedule will be changed in the coming months so
 5 that they will be working every 2.5 weekends, as opposed to every 3 weekends. This causes them
 6 to work an extra weekend day every month. In the ICU, the manager has informed at least one
 7 employee that the Employer is no longer accepting notes from employees' personal doctors and
 8 that they will instead have to obtain a note from the Employer's employee health before
 9 returning to work. Previously, the Employer has accepted doctor's notes from employees'
 10 personal doctors.

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of 13 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: 6/5/17 Signature: 
 Hilda A. Poulson

Signed and sworn to before me on June 5, 2017 at

San Francisco, California



DAVID J. MACINTYRE

Board Agent

National Labor Relations Board

MacIntyre, David

From: Hilda Poulson <hpoulson@nuhw.org>
Sent: Monday, June 05, 2017 3:55 PM
To: MacIntyre, David; Latika Malkani
Subject: Fwd: ONE ON ONE

Here is the initial email chain in which Jeanelle Wilson inquires about the subject of the 3/28 meeting her manager requested. ^{HP}

Sent from my iPhone

Begin forwarded message:

From: ladyjw26@yahoo.com
Date: March 21, 2017 at 4:09:25 PM PDT
To: Hilda Poulson <hpoulson@nuhw.org>
Subject: Fwd: ONE ON ONE

Sent from my business

Begin forwarded message:

From: "Wilson, Jeanelle" <Jeanelle.Wilson@stjoe.org>
Date: March 21, 2017 at 4:08:24 PM PDT
To: "ladyjw26@yahoo.com" <ladyjw26@yahoo.com>
Subject: FW: ONE ON ONE

From: Brumley, Rhonda
Sent: Tuesday, March 21, 2017 9:21 AM
To: Wilson, Jeanelle
Subject: RE: ONE ON ONE

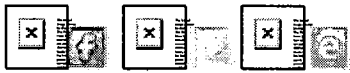
This is to go over productivity, work processes, questions you may have on accounts & issues you have identified, feedback on accounts worked, attendance.

Thank you

Rhonda Brumley
PFS, Supervisor
(707)252-4411 ext 2059

rhonda.brumley@stjoe.org

1000 Trancas Street, Napa, CA 94558
www.thequeen.org



From: Wilson, Jeanelle
Sent: Tuesday, March 21, 2017 9:17 AM
To: Brumley, Rhonda
Subject: RE: ONE ON ONE

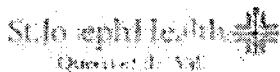
Rhonda, what is this meeting regarding?

-----Original Appointment-----

From: Brumley, Rhonda
Sent: Monday, March 20, 2017 5:37 PM
To: Wilson, Jeanelle
Subject: ONE ON ONE
When: Tuesday, March 28, 2017 10:30 AM-11:00 AM (UTC-08:00) Pacific Time (US & Canada).
Where: PFS CONFERENCE ROOMM

Notice from St. Joseph Health System:

Please note that the information contained in this message may be privileged and confidential and protected from disclosure.



MacIntyre, David

From: Hilda Poulson <hpoulson@nuhw.org>
Sent: Monday, June 05, 2017 4:00 PM
To: MacIntyre, David; Latika Malkani
Subject: Fwd: Confirming union representation for 3/28 meeting

Here is the email I sent to Rhonda Brumley on 3/21, informing her that I would be present as a union representative for Jeanelle Wilson in her 3/28 investigatory meeting. This chain also contains Brumley's 3/27 email canceling the meeting.

Sent from my iPhone

Begin forwarded message:

From: ladyjw26@yahoo.com
Date: May 10, 2017 at 11:44:07 AM PDT
To: Hilda Poulson <hpoulson@nuhw.org>
Subject: Fwd: Confirming union representation for 3/28 meeting

Sent from my business

Begin forwarded message:

From: Hilda Poulson <hpoulson@nuhw.org>
Date: March 27, 2017 at 2:43:27 PM PDT
To: "Brumley, Rhonda" <Rhonda.Brumley@stjoe.org>, Charlie Charlie <ladyjw26@yahoo.com>
Subject: Re: Confirming union representation for 3/28 meeting

Hi Ronda,

Thank you for letting me know. If you wish to reschedule at any time, please be sure to let Jeanelle know ahead so she can coordinate with me.

Best,
-Hilda

On Mon, Mar 27, 2017 at 1:28 PM, Brumley, Rhonda <Rhonda.Brumley@stjoe.org> wrote:

I am having to cancel this meeting since I have a conflict with another appointment.

Thank you

Rhonda Brumley

PFS, Supervisor

(707)252-4411 ext 2059

rhonda.brumley@stjoe.org

1000 Trancas Street, Napa, CA 94558

www.thequeen.org



St. Joseph Health 
Queen of the Valley

From: Hilda Poulson [mailto:hpoulson@nuhw.org]

Sent: Tuesday, March 21, 2017 1:42 PM

To: Brumley, Rhonda; Charlie Charlie

Cc: Latika Malkani

Subject: Confirming union representation for 3/28 meeting

Hi Rhonda,

My name is Hilda, I am the NUHW representative for the service and technical employees at Queen of the Valley.

I am just writing to confirm that I will be present as the NUHW representative for Jeanelle Wilson, in your meeting with her on Tuesday March 28th at 10am.

If you need to reschedule the meeting for any reason, please do not hesitate to reach out.

Thanks very much,

-Hilda

--

Hilda Poulson

Organizer, NUHW

hpoulson@nuhw.org

(510) 214-6732

Notice from St. Joseph Health System:

Please note that the information contained in this message may be privileged and confidential and protected from disclosure.

--

Hilda Poulson

Organizer, NUHW

hpoulson@nuhw.org

(510) 214-6732

MacIntyre, David

From: Hilda Poulson <hpoulson@nuhw.org>
Sent: Tuesday, May 30, 2017 12:52 PM
To: MacIntyre, David; Latika Malkani; Dan Martin
Subject: Fwd: Unlawful Unilateral Implementation of Changes
Attachments: image007.wmz

NxGen: Uploaded

Hi David,

Ahead of our upcoming affidavit on Monday 6/5, I just wanted to share the below email chain, which contains a 5/19 email I sent Queen HR director Donna Schelling, listing unilateral changes implemented by the employer, as well as Mrs. Schelling's 5/22 response.

-Hilda

----- Forwarded message -----

From: Schelling, Donna <Donna.Schelling@stjoe.org>
Date: Mon, May 22, 2017 at 7:34 PM
Subject: RE: Unlawful Unilateral Implementation of Changes
To: Hilda Poulson <hpoulson@nuhw.org>
Cc: "Candella, Bill" <Bill.Candella@stjoe.org>, Dan Martin <dmartin@nuhw.org>, Laura Watson <lwatson@nuhw.org>, Latika Malkani <LMalkani@sl-employmentlaw.com>, Fred Seavey <fseavey@nuhw.org>, Dennis Dugan <ddugan@nuhw.org>

Hi Hilda,

Thank you for your note. As I've mentioned before, because the certification of the election results is flawed we cannot recognize the NUHW as the exclusive representative of the employees until this issue is resolved. We respectfully disagree with your characterization that the hospital has withdrawn recognition or acted unlawfully and decline your request to bargain.

Take care,

Donna

Donna Schelling, PHR, SHRM-CP

Director, Human Resources

Queen of the Valley Medical Center

1000 Trancas St, Napa, CA 94558

T: (707) 252-4411, x2135 C: (707) 299-0768 F: (707) 257-4079

www.thequeen.org



St. Joseph Health 
Queen of the Valley

From: Hilda Poulson [mailto:hpoulson@nuhw.org]

Sent: Friday, May 19, 2017 10:25 AM

To: Schelling, Donna

Cc: Candella, Bill; Dan Martin; Laura Watson; Latika Malkani; Fred Seavey; Dennis Dugan

Subject: Unlawful Unilateral Implementation of Changes

Hi Donna,

Over the last three weeks, it has come to my attention that management has unilaterally implemented the following changes without bargaining with the union:

- Opened a new prompt care clinic without negotiating over bargaining unit positions there.
- Removed Sutter from the hospital's EPO health plan.
- Continued implementing the new practice of rotating weekends in the dietary department.
- Officially extended the estimated temporary closure deadline for the kitchen and cafeteria from May 2017 to mid-June 2017.
- Reduced the number of inpatient phlebotomists on the AM shift from 3 to 2 on Mondays and Fridays.
- Reduced the number of inpatient phlebotomists covering the noc shift from 2 to 1.
- Changed the hours and schedules of several newer employees in the radiology department.
- Failed to internally post an open full-time, AM shift position in the respiratory department.
- Introduced new rule in the respiratory department to the effect that there shall not be more than one lead RT scheduled for a given shift.

- Eliminated the 1pm shift in the sterile processing department while adding at least one additional 3pm shift.
- Hired 3 new employees to the sterile processing department, including at least one on part-time employee, without first posting the new positions internally.
- Denied at least two employees the right to an investigatory meeting per Weingarten ruling.
- Informed employees in the medical records department that the hospital will be eliminating the 7-minute grace period policy for employees arriving at work.
- Failed to provide employees in the ultrasound department with the information they required to access maternity leave benefits.

This list is not exhaustive, and there may be other unilateral changes made by the Hospital. As we've indicated in multiple previous email communications, the union remains interested in meeting and bargaining over any changes the hospital is planning to implement. The Union has already demanded to bargain over some or all of these changes, and reiterates its demand to bargain here. These and other changes were unlawfully implemented while the Hospital has withdrawn recognition of and refuses to bargain with the Union.

We demand that the Hospital immediately rescind these and any other changes, and restore the status quo and bargain with the Union.

Kind regards,

--

Hilda Poulson

Organizer, NUHW

hpoulson@nuhw.org

(510) 214-6732

--

Hilda Poulson

Organizer, NUHW

hpoulson@nuhw.org

(510) 214-6732

Queen of the Valley Medical Center
Case 20-CA-191739

Confidential Witness Affidavit

I Adrianus Van Winden, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at 2295 Big Ranch Road, Napa, CA 94558

My home telephone number (including area code) is 707-252-8243

My cell phone number (including area code) is 707-815-4712

My e-mail address is voedub2@shcglobal.net

I was employed by Queen of the Valley Medical Center

located at 1000 Trancas Street, Napa, CA 94558

- 1 I was employed by Queen of the Valley Medical Center (Employer) as the Head of
- 2 Groundskeeping for 45 years at their facility located at 1000 Trancas Street, Napa, CA
- 3 (Employer's facility). Prior to this position, I worked in the Employer's dietary department for a
- 4 couple of years. I left the Employer in December 2016 because I suspected that the Employer
- 5 had immediate plans to outsource its groundskeeping services. I had a choice to retire or be laid
- 6 off, which is what I understand the Employer was planning on doing. They retained one part-
- 7 time employee and it is my understanding that he will be let go by the end of the year. My
- 8 primary job duties were the upkeep of the grounds, maintenance, installation, repairs, and taking
- 9 care of the parking lots. I worked through the engineering department so I also worked on drains.

Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74902-03 (Dec. 13, 2006). Additional information about these uses is available at the NLRB's website, www.nlrb.gov. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to conduct processing of unfair labor practice or representation cases, or may limit your participation and such enforcement of the subpoena in federal court.

- 1 -

Initials AV

Case 20-CA-191739

April 18, 2017

1 pumps and things of that nature. As a supervisor, I oversaw contractors that were brought in, as
2 needed, on a project-to-project basis. I worked Monday through Friday 4:00 a.m. to 12:30 p.m. I
3 also routinely worked overtime both during the week and on the weekends, although the number
4 of hours varied by need.

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6 My supervisor was Kevin Herring (Director of Environmental Services) from summer 2016 until
7 I left the Employer. Jill Greuter is the Human Resources Representative in the building and I
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9 (Regional Management) and we would sometimes discuss anything that Douglas wanted done.
10 Generally, Herring let me run the grounds as I have for 45 years and he would consult with me
11 about things that either he or I wanted to get done.

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13 I had contact with Herring everyday regarding work issues; I would estimate around three to four
14 times every day. We did not have scheduled meetings, but we normally touched base in the
15 morning over coffee in his office. During these morning meetings, it was common for Sherri Roe
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18 because Douglas typically came into work later than Herring and Roe. Generally, Roe and
19 Douglas would discuss work issues with Herring, but mainly talked about scheduling in the EVS
20 department. I was not involved in the subject matter of their conversations, I was somewhat off
21 to the side filling out paperwork and/or waiting to talk to Herring about my work for the day.

22

- 2 -

Initials:



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April 18, 2017

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5 with whom I had a lot of regular contact. They formed their own union around 5 years ago and
6 the nurses seemed interested in seeing the Union come to the Employer for other employees.

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12 and that he did not like having to deal with a middle-man to talk with his employees. He also
13 made comments to the effect of, that he would not be as free to run the department if a union
14 came in. I did not hear Herring or other Employer officials make disparaging comments about
15 the NUHW specifically until a meeting on or about the first week of November.

16
17 During approximately the first two weeks of November, there were four or five of my usual
18 morning meetings with Herring where he made comments about the Union or about retaliating
19 against employees for supporting the Union. It is my understanding from Herring's
20 conversations with Roe during these meetings that Miguel Arroyo (EVS employee) appeared on
21 the Union's Facebook page and/or posted something to Facebook where he voiced his support
22 for the Union. Arroyo's Union support on Facebook occurred on or about November 1. Herring
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Case 20-CA-191739

April 18, 2017

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 4 Herring and Roe, and possibly Douglas as well, discussed how Arroyo and his wife worked on
 5 the swing shift and how the Employer apparently has a policy or rule in place that does not allow
 6 this. Herring knew, because it was discussed in the meetings, that Arroyo's family only had one
 7 car, that they commuted from Fairfield, and that they had children. Herring discussed his desire
 8 to "make it hurt" in relation to wanting to put Arroyo and his wife on separate shifts, in
 9 retaliation for Arroyo's Union activity. During these four or five Union meetings, Herring
 10 frequently referenced meetings that he had with Greutter where they conferred on how to change
 11 Arroyo's schedule so that it could be in-line with the Employer's policy regarding spouses
 12 working on the same shift as one another. Herring stated during one of these morning meetings
 13 that "he was used to dealing with unions, so he knows who he is dealing with." He also stated, in
 14 relation to his meetings with Greutter about Arroyo's schedule change, that he "wanted to make
 15 sure that he was covered."
 16
 17 I did not personally take part in any of Herring's meetings with Greutter, but I know they met
 18 because of Herring's frequent references to how he was meeting with Greutter to make sure
 19 Arroyo's schedule change would not get them into trouble. I also know that Herring met with
 20 Greutter because on one or two occasions both Roe and I were asked to leave Herring's office so
 21 that the two could meet. Herring's comments about his meetings with Greutter referenced the
 22 Employer's need to change Arroyo's schedule in a manner that did not appear to be retaliatory
 23 and that was protected by the Employer's policy. Herring never referenced a need or desire to

- 4 -

Initials:

Case 20-CA-191739

April 18, 2017

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2 policy could best be used to change Arroyo's schedule in retaliation for supporting the Union on
3 Facebook.

4
5 It is my understanding that sometime in mid-November, Arroyo was placed in a different job on
6 the morning shift and that his wife continues to work the swing shift in her same role. I have not
7 talked to Arroyo since I left the Employer.

8
9 Also, during these four or five morning meetings where Herring and other Employer officials
10 discussed the Union, they talked about changing the schedules or duties of some of the female
11 BVS employees on the basis of their Union activity. Their names are Lucia Mendoza, Maria
12 Pavilla, and Prochee. I do not know if these women appeared in support of the Union on
13 Facebook. I do not know what they did to support the Union but I know that Herring said that
14 they were Union supporters. I do not know how the Employer wanted to change their schedules
15 exactly, but I know that these conversations were within the context of the Employer wanting to
16 change their days, shifts, and/or assignments in an effort to make their work harder. I do not
17 know what their exact positions were, but I believe that one of them was taken off of her regular
18 schedule and placed on the float rotation. I do not know if the other two employees had their
19 schedules or work duties changed. This happened in mid-November, at around the same time
20 that Arroyo was transferred to the morning shift. I believe that I heard that one of them has left
21 the Employer, but I am not sure of this.

22

- 5 -

Initials: lv

Case 20-CA-191739

April 18, 2017

1 I did not take part in the conversations described above where Herring and other Employer
2 officials discussed retaliating against people for their Union support, but I was present in
3 Herring's office at the time these conversations took place. I was typically doing paperwork,
4 having a cup of coffee, and waiting to talk to Herring about my groundskeeping work for the
5 day. I did not hear any substantive comments from Herring or other Employer officials
6 concerning the Union or retaliating against employees for their Union activity other than what
7 was discussed during these four or five morning meetings that took place approximately in the
8 first two weeks of November.

9

10 I would like to note that prior to my departure from the Employer, I had a problem with Herring
11 altering my timecard. Herring and I reached an arrangement where he stated that I could not
12 work any overtime or weekends, but that he would comp me for the hours I did work. So, I
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15 did not know that the Employer is not permitted to do this until after I left their employment.

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- 6 -

Initials:



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April 18, 2017

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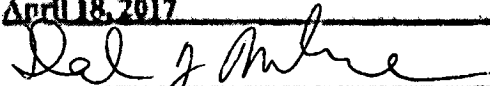
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6 did not mention that he and/or Greutter was in communication with an Employer attorney
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8 the underlying facts of these meetings with the Employer's attorney. I did not make the decision
9 to change Arroyo's schedule, or to alter the schedule of the female EVS employees. I did not
10 take part in the decision-making process for these actions, although I was present in Herring's
11 office for discussions regarding these decisions. I do not believe that I am under a confidentiality
12 agreement with the Employer; I did not sign anything which stated that I was.

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of 7 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: 5/4/17 Signature: 
Adrianus Van Winden

Signed and sworn to before me by telephone on
April 18, 2017


DAVID J. MACINTYRE
Board Agent
National Labor Relations Board

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Initials: 

Queen of the Valley Medical Center
Case 20-CA-191739

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2017 MAY -8 PM 3:03
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April 18, 2017

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April 18, 2017

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April 18, 2017

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Case 20-CA-191739

April 18, 2017

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Date: 5/29/17Signature: 

Adrianus Van Winden

Signed and sworn to before me by telephone on
April 18, 2017


 DAVID J. MACINTYRE

Board Agent
 National Labor Relations Board

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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JILL H. COFFMAN, Regional Director of
Region 20 of the National Labor Relations
Board, for and on behalf of the NATIONAL
LABOR RELATIONS BOARD,

Petitioner,

vs.

QUEEN OF THE VALLEY MEDICAL
CENTER,

Respondent.

Civil No. 4:17-cv-05575-YGR

UPDATED MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT OF
PETITION FOR TEMPORARY INJUNCTION
UNDER SECTION 10(j) OF THE NATIONAL
LABOR RELATIONS ACT, AS AMENDED
[29 U.S.C. SECTION 160(j)]

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I. STATEMENT OF THE CASE

This proceeding is before the Court on a Petition for a Temporary Injunction filed by Petitioner Jill H. Coffman, the Regional Director of Region 20 of the National Labor Relations Board (Board), pursuant to Section 10(j)¹ of the National Labor Relations Act, as amended [29 U.S.C. §160(j)] (the Act) (Dkt. No. 1). Section 10(j) empowers this Court to grant an interlocutory injunctive order pending the Board's final disposition of the underlying administrative Consolidated Complaint, as amended (the Complaint) described in the Petition (Dkt. No. 1) and entry of a final remedial order against Queen of the Valley Medical Center (Respondent). This matter warrants expedited consideration by the Court pursuant to 28 U.S.C. § 1657(a).²

Such relief is necessary to prevent the irreparable harm likely to result from Respondent's ongoing unlawful conduct, principally its decision to cease recognizing and bargaining with the National Union of Healthcare Workers (Union), despite the fact a significant majority of Respondent's employees voted for the Union to represent them in collective-bargaining in a Board-certified election, and despite the fact Respondent had begun bargaining unconditionally with the Union. The Board calls this type of violation of Section 8(a)(5) of the Act a *withdrawal of recognition*, and it is very different from an employer *withholding recognition* while it

¹ Section 10(j) provides: The Board shall have power, upon issuance of a complaint as provided in subsection (b) charging that any person has engaged in or is engaging in an unfair labor practice, to petition any United States District Court, within any district wherein the unfair labor practice in question is alleged to have occurred or wherein such person resides or transacts business, for appropriate temporary relief or restraining order. Upon the filing of any such petition the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper. 29 U.S.C. §160 (j)

² The United States District Court, Northern District of California is the proper venue since Respondent's facilities at issue in this case are located in Napa, California, which falls within Northern District. See 28 U.S.C. § 1391 (b)(c).

1 challenges the results of the union election through an established procedural mechanism called a
2 *technical refusal to bargain*.³

3 Although Respondent will argue it was doing the latter, it is legally and procedurally
4 incorrect under Board precedent. In order to preserve its ability to challenge the certification
5 before a circuit court, Respondent should have announced no later than December 22, 2016,
6 when the Board certified the Union as the bargaining representative, its intention to withhold
7 recognition and bargain conditionally while it challenged the Board's certification. However, it
8 did not. Instead, Respondent engaged in a course of conduct that included its management team
9 unconditionally complying with statutory obligations, like notifying and bargaining with the
10 Union over changes to bargaining unit employees' terms and conditions of employment and
11 furnishing the Union with requested information relevant to its representational duties.
12 Respondent's announcement that it was withholding recognition and offering to conditionally
13 bargain while it tested certification came nearly three months after Board certification, a full two
14 weeks after the Board denied Respondent's request for review of that certification and after it
15 had already bargained with the Union without attaching conditions. Under Board law,
16 Respondent is deemed to have "recognized" the Union by bargaining with it unconditionally
17 after certification, and any attempt to withhold recognition after doing so, constitutes an unlawful
18 withdrawal of recognition.⁴

19 To prevent irreparable harm caused by its blatant violation of the Act, Respondent must
20 be temporarily enjoined from refusing to recognize and bargain with the Union and from all

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22
23
24 ³ See Section III(A)(1)(b) *infra*.

25 ⁴ Respondent will likely argue it has not recognized the Union and is merely engaged in a
26 technical refusal to bargain by citing to a line of Board cases regarding "voluntary
27 recognition." However, voluntary recognition arises where there has been no Board
28 certification. Accordingly, the Court should reject this line of cases as inapplicable here
since the Union is a Board-certified bargaining representative.

conduct which accompanies a withdrawal of recognition, as well as from discriminating against employees. This includes enjoining Respondent from: refusing to bargain over bargaining unit employees' working conditions, making unilateral changes to bargaining unit employees' terms and conditions of employment without providing the Union notice and opportunity to bargain, denying bargaining unit employees' rights to Union representation at investigatory meetings, refusing to furnish requested information to the Union, repudiating a signed agreement, and changing the work schedule of Union supporters, and ordering it to restore the status quo.

As fully set forth in this updated Memorandum⁵, injunctive relief is necessary now to preserve the employees' fundamental right under Section 7 of the Act "to bargain collectively through representatives of their own choosing"⁶ and to prevent Respondent from benefitting from its unlawful action by ignoring its employees' choice. The injunction, if granted, would only be in place until the Board orders a final remedial order since its purpose is to preserve the Board's remedial authority and prevent Respondent from achieving its unlawful objective in the meantime. A hearing on the allegations in the Complaint opened before an Administrative Law Judge on August 7, 2017⁷ and continued through August 11 before recessing and reconvening August 23 through August 25. The hearing is set to resume on October 11 to complete Respondent's case-in-chief, but the Board's final review of these proceedings likely will not conclude for a period of a year or more. Congress added Section 10(j) to the Act to provide a

⁵ Petitioner is filing this updated Memorandum pursuant to the Court's Order issued October 5, 2017 (Dkt. No. 20), which denied as moot Petitioner's request to try Petition on the Administrative Record and ordered Petitioner to submit affidavits in support of its request for an injunction.

⁶ 29 U.S.C. § 157

⁷ All dates herein refer to 2017 unless otherwise specified.

mechanism to prevent the irreparable harm attendant to this inherent administrative delay in appropriate cases, such as this one.

II. STATUTORY SCHEME

Section 10(j) of the Act authorizes United States district courts to grant temporary injunctions that are “just and proper” pending the Board's resolution of unfair labor practice proceedings. 29 U.S.C. § 160(j). Congress recognized that the Board’s administrative proceedings often are protracted, and in many instances, absent interim relief, a respondent could accomplish its unlawful objective before being placed under any legal restraint. *See Scott v. Stephen Dunn & Associates*, 241 F.3d 652, 659 (9th Cir. 2001) (herein *Stephen Dunn*); *Miller v. Cal. Pac. Med. Ctr.*, 19 F.3d 449, 455 n.3 (9th Cir. 1994) (*en banc*) (quoting S. Rep. No. 105, 80th Cong., 1st Sess. at 8, 27 reprinted in 1 Leg. Hist. 414, 433 (LMRA 1947)).

In the Ninth Circuit, district courts rely on “traditional equitable criteria through the prism of the underlying purpose of Section 10(j), which is to protect the integrity of the collective-bargaining process and to preserve the Board's remedial power.” *Small v. Avanti Health Sys., LLC*, 661 F.3d 1180 (9th Cir. 2011) (herein *Avanti Health Sys.*); *Frankl v. HTH Corp.*, 650 F.3d 1334, 1355 (9th Cir. 2011) (herein *HTH Corp.*) *cert. denied*, 132 S.Ct. 1821 (2012). Thus, to obtain a preliminary injunction, the Petitioner must establish: (1) a likelihood of success on the merits; (2) a likelihood of irreparable harm in the absence of preliminary relief; (3) that the balance of hardships tips in the Board's favor; and (4) that an injunction is in the public interest. *HTH Corp.*, 650 F.3d at 1355 (citing *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 129 S. Ct. 365, 374 (2008)). These elements are evaluated on a “sliding scale” in which the required showing of likelihood of success decreases as the showing of irreparable harm increases. *See Alliance for the Wild Rockies v. Cotrell*, 632 F.3d 1127, 1131-34 (9th Cir.

2011). When “the balance of hardships tips sharply” in the Petitioner's favor, the Director need only establish that “serious questions going to the merits” exist, so long as there is a likelihood of irreparable harm and the injunction is in the public interest. *HTH Corp.*, 650 F.3d at 1355 (quoting *Alliance for the Wild Rockies*, 632 F.3d at 1135). The “serious questions” standard permits a district court to grant an injunction where it “cannot determine with certainty that the [Director] is more likely than not to prevail on the merits of the underlying claims, but where the costs outweigh the benefits of not granting the injunction.” *Alliance for the Wild Rockies*, 632 F.3d at 1133 (quoting *Citigroup Global Mkts., Inc. v. VCG Special Opportunities Master Fund Ltd.*, 598 F.3d 30, 35 (2d Cir. 2010)).

III. ARGUMENT – INTERIM RELIEF IS “JUST AND PROPER”

A. Petitioner Has a Strong Likelihood of Success on the Merits

Likelihood of success in a Section 10(j) proceeding “is a function of the probability that the Board will issue an order determining that the unfair labor practices alleged by the Regional Director occurred and that the Ninth Circuit would grant a petition enforcing that order.” *HTH Corp.*, 650 F.3d at 1355; *see also Avanti Health Sys.*, 661 F.3d at 1187. In evaluating the likelihood of success, “it is necessary to factor in the district court’s lack of jurisdiction over unfair labor practices, and the deference accorded to NLRB determinations by the courts of appeals.” *HTH Corp.*, 650 F.3d at 1356 (quoting *Miller*, 19 F.3d at 460). Petitioner need not prove that Respondent committed the alleged unfair labor practices by a preponderance of the evidence as required in the underlying administrative proceeding. *See Stephen Dunn*, 241 F.3d at 662. Such a standard would “improperly equat[e] ‘likelihood of success’ with ‘success.’” *Univ. of Tex. v. Camenisch*, 451 U.S. 390, 394 (1981).

Rather, Petitioner demonstrates likelihood of success by producing “some evidence” in support of the unfair labor practice charge “together with an arguable legal theory.” *Avanti*

1 *Health Sys.*, 661 F.3d at 1187 (quoting *HTH Corp.*, 650 F.3d at 1356); *see also Stephen Dunn*,
2 241 F.3d at 662 (the Regional Director need only show “a better than negligible chance of
3 success”). Therefore, in a Section 10(j) proceeding, the district court should sustain the Regional
4 Director's factual allegations if they are “within the range of rationality” and, “[e]ven on an issue
5 of law, the district court should be hospitable to the views of the [Regional Director], however
6 novel.” *HTH Corp.*, 650 F.3d at 1356. Credibility conflicts in evidence “do[] not preclude the
7 Petitioner from making the requisite showing for a section 10(j) injunction,” and there is no need
8 for district courts to resolve them. *Stephen Dunn*, 241 F.3d at 662 (“A conflict in the evidence
9 does not preclude the Regional Director from making the requisite showing for a section 10(j)
10 injunction.”); *NLRB v. Electro-Voice, Inc.*, 83 F.3d 1559, 1570-71 (7th Cir. 1996) (herein
11 *Electro-Voice, Inc.*).

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13
14 As discussed below, Petitioner has a strong likelihood of proving that Respondent
15 unlawfully withdrew recognition from the Union in violation of Section 8(a)(5) of the Act.
16 Because Respondent unlawfully withdrew recognition from the Union, it also unlawfully denied
17 an employee access to a Union representative during an investigatory interview in violation of
18 Section 8(a)(1) of the Act, and it violated Section 8(a)(5) of the Act by refusing to furnish the
19 Union relevant requested information, making unilateral changes to bargaining unit employees’
20 terms and conditions of employment, and repudiating a signed agreement between the parties.
21 Petitioner also has a strong likelihood of success to establish Respondent unlawfully
22 discriminated against a Union supporter in violation of Section 8(a)(3) of the Act.
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1. Petitioner Will Likely Succeed in Obtaining an Eventual Board Order Finding Respondent Unlawfully Withdrew Recognition from the Union.

- a. The Board Certified the Union as the Representative of Bargaining Unit Employees After Which Respondent Bargained Unconditionally with the Union.

Respondent operates an acute-care hospital and several outpatient medical facilities at its campus in Napa, California. (Exh F 0050)⁸ On October 4, 2016, the Union filed a petition for a representation election for a unit of approximately 419 of Respondent's nonprofessional and technical employees. (Exh F 0046; Exh H 0087; Exh I 0123) On November 15, 2016, Region 20 of the Board held a mail ballot count election for the Union's petition. (Exh F 0043 ¶5; Exh I 0123) Over 90 percent of the bargaining unit returned mail ballots, and the ballots reflected a decisive victory for the Union by a wide margin. (Exh F 0043 ¶5, 0057) On December 22, 2016, the Regional Director overruled Respondent's objections to the election and certified the Union as the exclusive collective-bargaining representative of the petitioned-for unit. (Exh F 0043 ¶6, 0058-78; Exh I 0123) Respondent filed a request for review to the Board to challenge the election results, which the Board denied on February 28. (Exh F 0043 ¶ 7, 0079-80; Exh I 0123) The Board confirmed the Union's certification as the employees' elected bargaining representative, effective December 22, 2016. (Exh F 0079-80)

After the Board certified the Union as the employees' bargaining representative on December 22, 2016, Respondent began complying with its statutory obligations under the Act. When a bargaining unit employee requested to have a Union representative present during an investigatory interview, Respondent, by Administrative Director of Laboratory and Pathology

⁸ This Memorandum incorporates Exhibits A through M filed in support of the Memorandum and as described in the Updated Index of Exhibits filed with this Memorandum. Herein the Exhibits shall be cited as Exh __ and followed by bates number.

Olive Romero, agreed to honor that request and worked with Union Representative Hilda Poulson to schedule the interview. (Exh I 0129-30, 0192-200) Respondent also began notifying the Union of upcoming changes to bargaining unit employees' working conditions, including workforce reductions, schedule changes, and the temporary closure of Respondent's kitchen and cafeteria facilities. (Exh I 0132, 0136, 0139, 0209-11, 0258, 0273)

The Union requested to meet and bargain over these local operational issues and others, and Respondent agreed. (Exh C 0018; Exh H 0089, 0093; Exh I 0124, 0126, 0128, 0132, 0134-37, 0139-40, 0183-85, 0255-56, 0258, 0260, 0265-66, 0274-89) During six separate meetings, they discussed Respondent's notifications and proposed changes and otherwise bargained over the terms and conditions of employment of bargaining unit employees. (Exh C 0018; Exh D 0031; Exh H 0091, 0093; Exh I 0125, 0132, 0134, 0136-37, 0140-42, 0255-57, 0275-89) In the course of bargaining over these subjects, the Union requested information relevant and necessary to its role as the employees' representative, and Respondent provided responsive information to the Union. (Exh I 0125-26, 0132, 0138, 0140-42, 0210, 0290-92) Through the bargaining process, the parties exchanged several drafts of an agreement to govern the effects of the temporary kitchen and cafeteria closure and eventually reached a signed agreement which was ratified by the affected employees. (Exh I 0140-42, 0295-300) While Respondent was recognizing the Union, members of management reserved private space at Respondent's facilities for the Union to conduct Union business, including bargaining team meetings and the ratification vote for the kitchen and cafeteria closure agreement reached by Respondent and the Union. (Exh I 0133, 0140, 0217-18, 0223-24)

During this period of recognition, the Union requested to bargain not only the local operational issues, but also for the parties' first collective-bargaining agreement or contract over

1 terms and conditions of employment of bargaining unit employees. To that end, on January 10,
2 the Union, by Assistant to the President Dan Martin, sent Respondent a letter requesting
3 bargaining unit information for the purposes of first contract bargaining. (Exh I 0125-26, 0159-
4 0162) Respondent provided information in response to the Union's requests between February
5 14 and March 1, and the Union bargained over the information requested by indicating what
6 information it believed was still outstanding. (Exh I 0125-26, 0168-80) Respondent, by Candella,
7 further discussed the provision of the information with the Union to determine whether the
8 Union preferred the information provided all at once or piecemeal. (Exh I 0165-66, 0176, 0180)
9 As of February 10, the Union believed the parties were preparing to begin bargaining with
10 Respondent for a first contract, and on March 1, Martin emailed Candella proposing March 16
11 and 17 as dates to begin bargaining the parties' first contract. (Exh H 0087; Exh I 0178) Indeed,
12 there is no evidence that Respondent expressed to the Union during any bargaining session,
13 exchange of information, or other communications that its actions vis-à-vis the Union were
14 subject to any condition.

17 However, on March 16, Respondent abruptly changed course. On that date, Respondent,
18 by Senior Labor and Employment Counsel Michael Garrison, sent the Union a letter asserting --
19 for the first time -- that absent the Union agreeing to a re-run election, Respondent would engage
20 in a technical refusal to bargain in order to test the Board's certification of the Union as the
21 exclusive collective-bargaining agent of the bargaining unit employees. (Exh I 0124, 0149-51)
22 Respondent then offered, again, for the first time, to bargain conditionally for a first contract
23 pending the outcome of Respondent's test of certification case. (Exh I 0149-51) Then on March
24 24, Respondent, by Human Resources Director Schelling, sent an email, following up on the
25 Union's request to continue bargaining over local operational issues. (Exh I 0125, 0158)
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Schelling's email reiterated Respondent's position from the March 16 letter and noted absent an "alternative arrangement," Respondent refused to meet and bargain with the Union. (Id.) Since March 24, when the Union has requested to bargain, Respondent has refused to bargain unconditionally. (Exh I 0125, 0127-28, 0130-31, 0158; Exh J 0306, 0309) Thus, after threatening to withdraw recognition on March 16, Respondent effectively withdrew recognition March 24 by refusing to continue to meet and bargain unconditionally. Since this date, Respondent also implemented unilateral changes to employees' working conditions, rescinded the signed kitchen agreement, ceased granting the Union access to private meeting spaces, denied employees' their rights to have a representative present during an investigatory interview, and stopped providing information in response to the Union's requests. (Exh G 0083; Exh I 0125, 0127-31, 0135-39, 0187, 0190-91, 0201, 0205-08; Exh J 0302, 0304-0306, 0309)

b. Board Will Likely Find that Respondent Recognized the Union through its Conduct and Thus Unlawfully Withdrew Recognition.

Sections 8(a)(5) and 8(d) of the Act prohibit an employer from refusing to bargain collectively in good-faith with its employees' bargaining representative and require employers to meet at reasonable times and to confer in good faith with its employees' bargaining representative regarding terms and conditions of employment. 29 U.S.C. §§ 158(a)(5), 158(d). Board certification of a bargaining representative or union, by operation, establishes that the union is the employees' elected bargaining representative and enjoys a conclusive, non-rebuttable presumption of continuing majority support for the year following its certification in order to help promote the goal of industrial peace. *Brooks v. NLRB*, 348 U.S. 96, 98-99 (1954). *See also Fall River Dyeing & Finishing v. NLRB*, 482 U.S. 27, 37 (1987); *Chelsea Indus.*, 331 NLRB 1648, 1648 (2000), *enfd.* 285 F.3d 1073 (D.C. Cir. 2002) ("To foster collective bargaining and industrial stability, the Board has long held that a certified union's majority status

ordinarily cannot be challenged for a period of one year.”) And since under the Act, Board certification is not an “order” subject to judicial review, if an employer intends to seek further review of a Board-issued certification, it may only do so by refusing to bargain upon the union’s certification.⁹

However, an employer who intends to pursue this type review must state so clearly to the union. An employer is not relieved of its statutory obligations vis-à-vis its employees’ certified union pending Board consideration of a request for review. *Audio Visual Services Grp.*, 365 NLRB No. 84, slip op. at 2 (2017) (citing *Benchmark Indus.*, 262 NLRB 247, 248 (1982), *enfd. mem.* 724 F.2d 974 (5th Cir. 1984)). Accordingly, an employer engaging the union unconditionally, even if request for review is pending, is complying with its established statutory obligations of recognizing and bargaining with the union. Therefore, an employer who does not intend to honor the Board-issued certification must clearly condition any exchange with its employees’ Board-certified representative in order to preserve its claim that it has refused to recognize and bargain with the union. *Technicolor Gov’t Services*, 739 F.2d at 326-27. An employer that honors certification and recognizes a bargaining representative by engaging in unconditional bargaining waives its objections to the validity of the certification and may not

⁹ See *Am. Fed’n of Labor v. NLRB*, 308 U.S. 401 (1940).

The procedural course to “test certification” in order to obtain judicial review is clearly set forth in *Technicolor Gov’t Services v. NLRB*, 739 F.2d 323, 326 (8th Cir. 1984), *enfd.*, 268 NLRB 258 (1983):

In order to challenge certification of a collective bargaining unit, an employer must refuse to recognize a union after its certification. If the union files unfair labor practice charges for refusal to bargain, under [Section] 8(a)(5) of the Act, the employer may then raise the issue of the propriety of the unit as an affirmative defense to the charges. An employer then obtains judicial review of a certification determination via review of the unfair labor practice charges...[i]n order to challenge the propriety of a certification, an employer must refuse to recognize a union *immediately* after the collective bargaining unit has been *certified* and the union has been elected as the representative of the bargaining unit. (emphasis added)

1 subsequently attempt to “test certification” by engaging in a technical refusal to bargain. *Id.*;
2 *King Radio Corp.*, 166 NLRB 649 (1967), *enfd.* 398 F.2d 14, 20 (10th Cir. 1968); *Michael*
3 *Konig*, 318 NLRB 901, 902 (1995), *enfd.* 1996 WL 199152 (3d Cir. 1995). *See MaxPak*, 362
4 NLRB No. 138, slip op. at 1 (2015) (employer waived right to challenge validity of certification
5 when it entered into negotiations with union); *Prof'l Transp., Inc.*, 326 NLRB No. 60, slip op. at
6 2 (2015) (same). *See also Garcia v. Fallbrook Hosp. Corp.*, 952 F.Supp.2d 937, 953-54 (S.D.
7 Cal. 2013) (same).

9 Respondent provided the Union notice of upcoming projects that would affect terms and
10 conditions of employment of some bargaining unit employees and reductions in force affecting
11 others. Respondent also bargained over and reached a signed agreement governing the effects on
12 bargaining unit employees of a temporary kitchen closure, notified the Union of changes to
13 employees' schedules and bargained with the Union over those proposed changes. There is no
14 evidence that Respondent conditioned bargaining at the table in any way, or conveyed any
15 conditions to the Union in any of its written communication relating to bargaining or to the terms
16 and conditions of employment of unit employees. To the contrary, Respondent's written
17 communications before March 16 reflect a willingness to meet, bargain over the effects of
18 decisions on bargaining unit employees, exchange proposals, and furnish information without
19 conditions or reference to any appeal. Respondent also provided the Union with information the
20 Union requested to fulfill its obligations as the bargaining representative, and Respondent
21 honored an employee's *Weingarten* right to have a Union representative present during an
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investigatory meeting.¹⁰ These are obligations that only arise where there is a collective-bargaining relationship between an employer and a union.¹¹

Respondent's conduct whereby it fulfilled its statutory collective-bargaining obligations between the December 22 certification and up until its March 24 was never clearly conditioned on any pending appeal. Indeed, no communication asserted Respondent's intention to "test certification" until the March 16 letter. The unconditioned conduct constituted recognition of the Union. Any other result would allow employers to recognize and bargain with a union and then unilaterally decide it no longer wishes to, disrupting the kind of industrial peace the Act is designed to promote. Only in its March 16 letter did Respondent first express a plan to test certification and only after March 24 did it refuse to comply with its statutory obligations to recognize and bargain with the Union. Only then did Respondent condition its exchanges with the Union, and only then did it refuse to meet and bargain, honor *Weingarten* rights, furnish information, and notify the Union of unilateral changes that would impact bargaining unit employees' terms and conditions of employment. By doing so, Respondent ceased recognizing a Board-certified bargaining representative that still enjoyed the presumption of majority support of the bargaining unit employees. Accordingly, Petitioner has a strong likelihood of success in

¹⁰ *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1974) (employee has a right to have a union representative present, upon request, during an investigatory interview that an employee reasonably believes may result in discipline).

¹¹ The Board has found that *Weingarten* rights do not apply in non-unionized workplaces. *IBM Corp.*, 341 NLRB 1288 (2004).

As to the duty to furnish information, this obligation arises out of the necessity for parties at the bargaining table to have adequate and necessary information to engage in effective bargaining. See *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 153 (1956) ("[G]ood faith bargaining necessarily requires that claims made by either bargainer should be honest claims. ...If...an argument is important enough to present in the give and take of bargaining, it is important enough to require some sort of proof of its accuracy"). See also *NLRB v. Whittin Mach. Works*, 217 F.2d 593, 594 (4th Cir. 1954), cert. denied 349 U.S. 905 (1955) (Union cannot effectively represent employees where it lacks information that "is necessary to the proper discharge of the duties of the bargaining agent").

1 establishing that Respondent recognized and bargained with the Union prior to March 24, and
 2 that by its actions afterwards, it unlawfully withdrew recognition in violation of Section 8(a)(5).

3 c. Respondent Has Further Violated Sections 8(a)(1) and (5) of the
 4 Act and Its Defense of an Improper Certification Will Fail.

5 As discussed, after March 24 Respondent made unilateral changes to working conditions,
 6 refused to bargain with the Union, refused to furnish the Union with requested information, and
 7 refused to honor employees' *Weingarten* rights. Respondent will defend these unfair labor
 8 practices by asserting the Union was improperly certified. However, the Board has already
 9 reviewed and rejected Respondent's basis for objecting to the Board-issued certification in the
 10 representation proceeding and will do so again in the present unfair labor practice proceeding.
 11 (Exh F 0043 ¶7, 0079-80) *See, e.g., Benjamin H. Realty Corp.*, 362 NLRB No. 181, slip op. at 2
 12 (2015) citing *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 162 (1941). The Board has
 13 rejected an improper-certification defense in other cases where an employer's only asserted
 14 defense for such unfair labor practices is that the union was improperly certified by the Board.
 15 *See, e.g., Puna Geothermal Venture*, 362 NLRB No. 133 (2015) (employer unlawfully refused to
 16 furnish presumptively relevant information concerning terms and conditions of employment of
 17 unit employees where it defended its actions solely based on a rejected argument that the union
 18 was improperly certified). Accordingly, the likelihood of success on these allegations weighs
 19 heavily in Petitioner's favor.

22 **2. Board Will Likely Find That Respondent Unlawfully Discriminated**
 23 **Against Union Supporter Miguel Arroyo**

24 Among the most active departments during the Union's organizing campaign leading up
 25 to the election was the housekeeping department, known as Environmental Services (EVS).
 26 (Exh H 0090) EVS employees participated in circulating the organizing petition, wearing pro-
 27 Union paraphernalia, and distributing these items to their coworkers. (Exh D 0027, 0032; Exh H
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0087) EVS employees were featured in several videos, flyers, mailers, and posts on the Union's Facebook page for its campaign at Respondent, "Queen Workers for NUHW." (*Id.*; Exh H 0088, 0095-97) EVS Director Kevin Herring made several comments to former Groundskeeper Adrianus Van Winden that were negative towards unions in general, and after around the first week of November, Herring began making disparaging comments specifically about the Union. (Exh M 0350-51)

In late October 2016, EVS employee Miguel Arroyo, who worked p.m. or swing shift was featured in a pro-Union Facebook post on the Union's Facebook group and mailer. (Exh D 0032; Exh H 0088, 0096; Exh M 0352) Afterwards, during about the first two weeks of November, Herring made several comments in conversations with EVS Supervisor Sherri Roe, during which Van Winden was present, against the Union and about retaliating against employees who supported the Union. (Exh M 0351, 0354) During these conversations, Herring identified Arroyo and his pro-Union Facebook post; Herring indicated he had not thought Arroyo was in favor of the Union and was upset by his support. (Exh M 0351-52) Over the course of the conversations, Herring made clear he wanted to retaliate against Arroyo and make it "hurt" for supporting the Union by changing his schedule. (Exh M 0352) The schedule change would be a personal hardship for Arroyo and his family because he would lose the p.m. shift differential pay and, as Roe pointed out to Herring, the family only had one vehicle. (Exh D 0026, 0032; Exh M 0352) Although Arroyo and his wife had been working on the same shift together for three years and other employees have worked on shifts with spouses, Herring indicated he planned to use Respondent's policy prohibiting employment of relatives on the same shift as cover for reassigning Arroyo, and that he was working with the Human Resources department to determine how he could change Arroyo's schedule so it did not appear to be retaliatory. (Exh D

0032; Exh H 0088; Exh M 0352-53) Around mid-November, Respondent reassigned Arroyo to a different shift. (Exh H 0088; Exh M 0353)

Under these facts, Petitioner also has a strong likelihood of proving that Respondent unlawfully retaliated against a Union supporter in violation of Section 8(a)(3) of the Act by changing his schedule after learning of his Union activity. In these cases, the Board applies the *Wright Line* analytic framework. *Wright Line*, 251 NLRB 1083 (1980), *enfd.* 662 F.2d 899 (1st Cir. 1981), *cert denied* 455 U.S. 989 (1982). Under this framework, the General Counsel must show the employee was engaged in protected activity, the employer had knowledge of that activity, and the employer's hostility to that activity "contributed to" its decision to take an adverse action against the employee. *Dir., Office of Workers' Comp. Programs v. Greenwich Collieries*, 512 U.S. 267, 278 (1994), clarifying *NLRB v. Transp. Mgmt.*, 462 U.S. 393, 395, 403 n.7 (1983); *Wright Line*, 251 NLRB at 1089. General Counsel may establish the discriminatory motive through evidence of: (1) statements of animus directed to the employee or about the employee's protected activity¹²; (2) statements by the employer that are specific as to the consequences of protected activities and are consistent with the actions taken against the employee¹³; (3) close timing between discovery of the employee's protected activities and the adverse action¹⁴; (4) the existence of other unfair labor practices that demonstrate that the

¹² See, e.g., *Austal USA, LLC*, 356 NLRB No. 65, slip op. at 1 (2010) (unlawful motivation found where Human Resources director interrogated and threatened union activist and supervisors told activist that management was "after her" because of her union activities).

¹³ See, e.g., *Wells Fargo Armored Services Corp.*, 322 NLRB 616, 616 (1996) (unlawful motivation found where employer unlawfully threatened to discharge employees who were still out in support of strike and then disciplined an employee who remained out following the threat).

¹⁴ See, e.g., *Traction Wholesale Ctr. Co. v. NLRB*, 216 F.3d 92, 99 (D.C. Cir. 2000) (immediately after employer learned that union had obtained authorization cards from a majority of employees, it fired an employee who had signed a card).

1 employer's animus has led to unlawful actions¹⁵; or (5) evidence that the employer's asserted
 2 reason for the adverse action was pretextual, e.g., disparate treatment of the employee.¹⁶ An
 3 employer may rebut the General Counsel's case by establishing, as an affirmative defense, that
 4 Respondent would have taken the same adverse action even in the absence of the protected
 5 activity. *See NLRB v. Transp. Mgmt.*, 462 U.S. at 401 ("the Board's construction of the statute
 6 permits an employer to avoid being adjudged as a violator by showing what his actions would
 7 have been regardless of his forbidden motivation").

9 In the present case, there is evidence that EVS employee Miguel Arroyo engaged in
 10 protected activity and supported the Union by appearing in a pro-Union picture posted on the
 11 Union's "Queen Workers for NUHW" Facebook page. There is also evidence that EVS Director
 12 Herring, knew of Arroyo's Union support after seeing the Facebook post on the Union's page.
 13 Van Winden's testimony further establishes that shortly after learning of Arroyo's Union
 14 support, Herring changed Arroyo's schedule, causing him to lose the shift differential pay and in
 15 order to "make it hurt" because Arroyo was pro-Union. There is also evidence that Respondent
 16 used its employment of relatives policy as a pretext to discriminate. The Arroyos had worked
 17 together for three years without issue, and Respondent did not enforce the policy against them
 18 until after it learned of his Union support. This is sufficient evidence to establish Petitioner's
 19 likelihood of success on the merits under the statutory scheme and relevant precedent in this type
 20 of proceeding.
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25 ¹⁵ *See, e.g., Mid-Mountain Foods*, 332 NLRB 251, 251 n.2, passim (2000), *enfd. mem.* 11 Fed.
 26 Appx. 372 (4th Cir. 2001) (relying on prior Board decision regarding respondent and, with
 27 regard to some of the alleged discriminatees, relying on threatening conduct directed at the
 28 other alleged discriminatees)

¹⁶ *See, e.g., Lucky Cab Co.*, 360 NLRB No. 43 (2014).

B. Respondent's Conduct Has Caused Deleterious Effects on Employees' Choice and Increased Employee Disaffection. Irreparable Harm Will Likely Occur Absent Injunctive Relief

It is “just and proper” for this Court to preserve Respondent’s employees’ fundamental Section 7 right to freely choose their collective-bargaining representative by enjoining, pending a final Board order, Respondent’s continued unlawful conduct. Indeed, the purpose of Section 10(j) is “to protect the integrity of the collective-bargaining process and to preserve the Board’s remedial power while it processes the charge.” *Miller*, 19 F.3d at 459-60. District courts must “take into account the probability that declining to issue the injunction will permit the allegedly unfair labor practice to reach fruition and thereby render meaningless the Board’s remedial authority.” *Id.* See also *Avanti Health Sys.*, 661 F.3d at 1191; *HTH Corp.*, 650 F.3d at 1362.

Likely irreparable harm is established in a Section 10(j) case by showing “a present or impending deleterious effect of the likely unfair labor practice that would likely not be cured by later relief.” *HTH Corp.*, 650 F.3d at 1362. The Petitioner can make the requisite showing of likely irreparable harm either through evidence that such harm is occurring¹⁷ or from available “inferences from the nature of the particular unfair labor practice at issue.” *HTH Corp.*, 650 F.3d at 1362. The same evidence and legal conclusions establishing likelihood of success, together with permissible inferences regarding the likely interim and long-run impact of the likely unfair labor practices, provide support for a finding of irreparable harm. *Avanti Health Sys.*, 661 F.3d at 1191, quoting *HTH Corp.*, 650 F.3d at 1362 (in withdrawal of recognition context; “inferences from the nature of the particular unfair labor practice at issue remain available. With regard to the central statutory violations of Section 8(a)(5), such as failure to bargain in good faith, has long been understood as likely causing an irreparable injury to union representation”). See also,

¹⁷ See, e.g., *Stephen Dunn*, 241 F.3d at 667-68.

Norelli v. Fremont-Rideout Health Group, 632 F. Supp. 2d 993, 1002-03 (E.D. Cal. 2009) (notes that [C]ourts have historically held that withdrawal of union recognition is often irreparable).

1. Respondent's Withdrawal of Recognition Is Causing Irreparable Injury to Union's Ability to Represent Employees and Has Deprived Employees of Representation By Their Elected Union

In January, the bargaining unit employees elected around 30 bargaining team members to represent them in first-contract negotiations. (Exh K 0322) In January through March, the Union held monthly bargaining team meetings at Respondent's facility and approximately 30 unit members attended. (*Id.*) After Respondent's withdrawal of recognition in March, employee attendance at the bargaining team meetings fell to 14 in April and a mere 12 employees were in attendance at the May meeting. (*Id.*) The employees who have attended these meetings have expressed frustration at the Union for its ineffectiveness at representing them, stated it was becoming harder to maintain co-workers' support for the Union, and been told by coworkers that they do not want to be identified as Union supporters. (Exh G 0084-85; Exh I 0148; Exh J 0307-08; Exh K 0322, 0330-31) Bargaining team members informed the Union they feared retaliation by Respondent and were not willing to "stick their necks out" for the Union, and, indeed, some have already resigned their bargaining team positions or even their employment at Respondent. (Exh I 0143-45; Exh K 0322, 0324-25, 0330-31) Employees in several departments have cited a tense work environment caused by Respondent's hostility toward the Union, and some have refused to participate in Board proceedings out of fear of retaliation. (Exh J 0303, 0305; Exh K 0325)

Since March 16, 2017, Respondent has also increased security presence at the facility when the Union is present, and managers have told employees that they are not supposed to talk to the Union. (Exh I 0146; Exh J 0303-04; Exh K 0327) While Union Representative Poulson has not been barred from Respondent's cafeteria and other public spaces, she has been prevented

1 from accessing department break rooms she previously had access to, and she has noticed
2 security guards appearing to record her, gesturing to her that she is being watched, and pacing in
3 front of the cafeteria while she has met with employees. (Exh I 0145-47; Exh J 0303-04; Exh K
4 0327) Respondent's managers have prevented her from speaking with unit members, and
5 bargaining unit members have expressed reluctance to speak with her, even asking if it was legal
6 for her to be at the facility. (Exh I 0145-47; Exh J 0305; Exh K 0326, 0328)
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8 As noted, after March 24, Respondent has made unilateral changes to employees'
9 working conditions, including changes to schedules, hiring new employees without posting the
10 position to internal candidates, denying *Weingarten* rights, suspending and discharging
11 employees without an investigatory interview, removing a health benefit plan, and eliminating a
12 seven-minute grace period from Respondent's tardiness and attendance policy. (Exh J 0302,
13 0304; Exh K 0323-24, 0329, 0331-33) Whereas Poulson and employees previously were able to
14 bargain over changes to terms and conditions of their employment, Respondent now denies
15 Poulson's efforts, which makes the Union appear ineffective. (Exh J 0307-08; Exh K 0328-29)
16 Employees who previously opposed the changes have since expressed reluctance to, and futility
17 in, fighting such changes further given the Union's ineffectiveness. (Exh I 0147; Exh J 0307; Exh
18 K 0329-31)
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21 Injunctive relief requiring Respondent to recognize and bargain with the Union, including
22 providing information necessary to permit the Union to bargain intelligently and formulate
23 counterproposals, pending the Board's final decision also is crucial to preserve employee free
24 choice. Respondent's continuing unfair labor practice and ongoing refusal to recognize and
25 bargain with the Union will irreparably undermine employee selection of and support for the
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Union and will continue to negate the efficacy of the Board's final bargaining order.¹⁸ Without such an order, the employees' support for their chosen, Board-certified representative will erode while the Union is unable to adequately protect them or affect their working conditions through collective-bargaining during the period the case is pending before the Board. *Avanti Health Sys.*, 661 F.3d at 1191 ("Given the central importance of collective bargaining to the cause of industrial peace, when the Director establishes a likelihood of success on a failure to bargain in good faith claim, that failure to bargain will likely cause a myriad of irreparable harms").¹⁹

Indeed, many of Respondent's actions are those that by their very nature tend to cause alienation of employee support for an elected representative.²⁰ The Union is particularly vulnerable due to its position as a recently-certified representative seeking to bargain a first contract, which are two factors courts have found increase employees' susceptibility to

¹⁸ See, e.g., *Brown v. Pac. Tel. & Tel.*, 218 F.2d 542, 544 (9th Cir. 1955) (withdrawal of recognition will cause "drifting away" of employee support for union); *Garcia v. Sacramento Coca-Cola Bottling Co.*, 733 F.Supp.2d 1201, 1216 (E.D. Cal. 2010); *NLRB v. Irving Ready-Mix, Inc.*, 780 F.Supp.2d 747, 771-772 (N.D. Ind. 2011) ("The longer that Irving is able to avoid bargaining with the Union, the less likely the Union will be able to organize and represent Irving's employees effectively if and when the Board orders Irving to commence bargaining"), *aff'd* 653 F.3d 566 (7th Cir. 2011); *Kinney v. Cook Cnty. Sch. Bus, Inc.*, 2000 WL 748121 at *8-11 (N.D. Ill. 2000); *Pye v. YWCA of W. Mass.*, 419 F.Supp.2d 20, 22-23 (D. Mass. 2006); *Moore-Duncan v. Horizon House Dev. Serv.*, 155 F.Supp.2d 390, 396-97 (E.D. Pa. 2001). Cf. *Asseo v. Centro Medico del Turabo, Inc.*, 900 F.2d 445, 454-55 (1st Cir. 1990) ("there was a very real danger that if Turabo continued to withhold recognition from the Union, employee support would erode to such an extent that the Union could no longer represent those employees").

¹⁹ See also *Asseo v. Pan Am. Grain Co., Inc.*, 805 F.2d 23, 26-27 (1st Cir. 1986) ("[e]mployee interest in a union can wane quickly as working conditions remain apparently unaffected by the union or collective bargaining") and *Sacramento Coca-Cola Bottling Co.*, 733 F.Supp.2d at 1216 (same), both quoting *I.U.O.E. v. NLRB (Tiidee Products, Inc.)*, 426 F.2d 1243, 1249 (D.C. Cir. 1970), *cert. denied*, 400 U.S. 950 (1970).

²⁰ See *Frankl v. HTH Corp.*, 693 F.3d 1051, 1066 (9th Cir. 2012) (unilateral change and "refusal to provide necessary financial information similarly show a failure to bargain in good faith, which 'has long been understood as causing an irreparable injury to union representation'").

misconduct undermining a representative by their employers.²¹ In the present case, there is evidence that employee support for the Union has already begun to dissipate. Employee attendance at bargaining team meetings has fallen precipitously, and more employees are resigning from Union roles because they are unwilling to put targets on their back by supporting the Union. Bargaining unit employees have decried the Union's ineffectiveness and inability to represent them in the workplace. Several prominent Union supporters have already left employment at Respondent or are actively looking for other employment because of the workplace environment created by Respondent's unlawful actions.

A final bargaining order issued by the Board, likely no less than a year from now, will be too late to protect employee choice reflected by the Board-conducted and certified election, and the Union will be unable to regain its lost support.²² Predictably, the employees will shun the Union because their working conditions will have been virtually unaffected by collective bargaining for several years since the election, and they will have little, if any, reason to support it.²³ However, an incumbent union needs the support of its employees in order to bargain effectively.²⁴ Thus, absent an interim bargaining order remedy, meaningful collective-bargaining after a Board decision will be impossible and the Board's final bargaining order will

²¹ See *Arlook v. S. Lichtenberg & Co., Inc.*, 952 F.2d 367, 373 (11th Cir. 1992) ("The Union was only recently certified by the Board and the employees were bargaining for their first contract. These two facts make bargaining units highly susceptible to management misconduct").

²² See *Bloedorn v. Francisco Foods, Inc.*, 276 F.3d 270, 299 (7th Cir. 2001) (herein *Francisco Foods*) (the longer a union "is kept ... from working on behalf of ... employees, the less likely it is to be able to organize and represent those employees effectively if and when the Board orders the company to commence bargaining").

²³ See *HTH Corp.*, 650 F.3d at 1362 ("violations of Section 8(a)(5) [have] long been understood as likely causing irreparable injury to union representation"); *Stephen Dunn*, 241 F.3d at 669 ("[s]uccessful bargaining could restore the employees' interest in the Union").

²⁴ See *Avanti Health Sys.*, 661 F.3d at 1193; *Tiidee Products*, 426 F.2d at 1249 (employer "may continue to enjoy lower labor expenses after the order to bargain either because the union is gone or because it is too weak to bargain effectively").

be a nullity.²⁵ This bargaining order must also include an order requiring Respondent to provide relevant information necessary for the Union to engage in meaningful bargaining.²⁶ Further, absent interim bargaining, the unit employees will also be deprived of any benefits of their choice of Union representation pending the Board's decision; this is a loss that a Board order in due course cannot remedy.²⁷

2. Respondent's Discrimination Is Causing Irreparable Harm to Employees' Ability to Exercise Section 7 rights

Respondent's discriminatory treatment of a Union supporter and denial of employees' *Weingarten* rights communicate to employees that Respondent will retaliate against them for their Union protected activities, and that the Union will be unable to protect them. Indeed, employees have already stated they are discouraged from supporting the Union because they reasonably believe it will result in discharge or discipline.²⁸ Thus, an order with respect to Respondent's retaliatory conduct is necessary to reassure employees that they are free to support the Union and exercise their Section 7 rights without fear of retaliation and to ensure an effective

²⁵ See *Horizon House Dev. Serv.*, 155 F.Supp.2d at 396-97 (without employee support, a union has little leverage and "will be hard-pressed to secure improvements in wages and benefits at the bargaining table"); *Duffy Tool & Stamping, LLC v. NLRB*, 233 F.3d 995, 998 (7th Cir. 2000) ("By undermining support for the union, the employer positions himself to stiffen his demands ... knowing that if the process breaks down the union may be unable to muster enough votes to call a strike").

²⁶ See, e.g., *Mattina v. Chinatown Carting Corp.*, 290 F.Supp.2d 386, 394 (S.D.N.Y. 2003); *Pascarell v. Gitano Grp., Inc.*, 730 F.Supp. 616, 625 (D. N.J. 1990); *Zipp v. Bohn Heat Transfer Grp.*, 110 LRRM 3013, 3015 (C.D. Ill. 1982); *Scott v. Toyota of Berkeley, Inc.*, 106 LRRM 2070, 2075 (N.D. Cal. 1980); *Squillacote v. Generac Corp.*, 304 F.Supp. 435 (E.D. Wis. 1969).

²⁷ See, e.g., *Avanti Health Sys.*, 661 F.3d at 1191-92; *Francisco Foods*, 276 F.3d at 299.

²⁸ Cf. *Lineback v. Spurlino Materials, LLC*, 546 F.3d 491, 501 (7th Cir. 2008) (employer's unlawful discrimination caused "precipitous decline" in union participation where employees stated they were hesitant to attend union meetings for fear of retaliation); *Abbey's Transp. Services, Inc. v. NLRB*, 837 F.2d 575, 576 (2d Cir. 1988) ("[e]mployees are certain to be discouraged from supporting a union if they reasonably believe it will cost them their jobs").

final Board order. *See Muffley v. Spartan Mining Co.*, 570 F.3d 534, 544 (4th Cir. 2009) (without preliminary relief, many of the victims of the alleged discrimination would either retire or move away in search of other employment).

C. The Balance of Hardships Weighs in Favor of Relief

The harm to the employees' statutory rights, the employees' current support of the Union, and the Board's processes, outweighs any potential harms to Respondent.²⁹ There is evidence the Union has already lost employee support, and the employees' choice of the Union will continue suffer irreparable harm absent interim relief while Respondent achieves its unlawful objective of undermining the Union.³⁰ Immediate interim relief, including a bargaining order is necessary and the only way to protect employees' selection of their bargaining representative.

Respondent will suffer little, if any, harm if the Court grants injunctive relief, particularly since an interim bargaining order under Section 10(j) is not permanent.³¹ The bargaining order would not compel agreement to any specific term or condition of employment advanced by the Union in negotiations. Rather, it only requires bargaining with the Union in good faith to an agreement or a bona fide impasse.³² Furthermore, any agreement reached between Respondent and the Union under a Section 10(j) decree can contain a condition subsequent to take into

²⁹ *See McDermott v. Dura Art Stone, Inc.*, 298 F. Supp. 2d 905, 911–12 (C.D. Cal. 2003). *See also Spartan Mining Co.*, 570 F.3d at 544 (employer failed to show it would be harmed by interim reinstatement of discriminatees); *Norelli v. Fremont-Rideout Health Grp.*, 632 F.Supp.2d 993, 1003 (E.D. Cal. 2009).

³⁰ *See Electro-Voice, Inc.*, 83 F.3d at 1575 (absent injunctive relief “time works on the side of the employer-perpetrator to help him achieve his illegal purpose”).

³¹ *See Seeler v. Trading Port, Inc.*, 517 F.2d 33, 40 (2d Cir. 1975) (“there is nothing permanent about any bargaining order ... particularly an interim order which will last only until the final Board decision”).

³² *See Overstreet v. Thomas Davis Med. Ctr.s, P.C.*, 9 F.Supp.2d 1162, 1167 (D. Ariz. 1997); *Penello v. United Mine Workers*, 88 F.Supp. 935, 943 (D. D.C. 1950).

account the possibility of the Board's ultimate refusal to grant a final bargaining order remedy.³³ Nor would the cost of collective bargaining in terms of time and money unfairly burden Respondent, as those are costs borne by both parties and do not defeat a request for an interim bargaining order. *See Stephen Dunn*, 241 F.3d at 669.

D. The Public Interest Supports Enjoining Respondent's Conduct

The public interest in a Section 10(j) case "is to ensure that an unfair labor practice will not succeed because the Board takes too long to investigate and adjudicate the charge." *HTH Corp.*, 650 F.3d at 1365, quoting *Miller*, 19 F.3d at 460. *See also Avanti Health Sys.*, 661 F.3d at 1197. Indeed, the Ninth Circuit has recognized the need for an injunction where an employer unlawfully withdraws recognition. *HTH Corp.*, 650 F.3d at 1362. Furthermore, a strong showing of likelihood of success and of likely irreparable harm, as there is in this case, will establish that Section 10(j) relief is in the public interest. *Id.* at 1365. Accordingly, Petitioner can establish the public interest would be best served by a preliminary injunction.

IV. CONCLUSION

Based on the foregoing, Petitioner respectfully submits that this Court should grant the motion for a temporary injunction pending the issuance of a final Board order. Such temporary relief will prevent irreparable harm to employee free choice and the Board's remedial authority.

DATED AT San Francisco, California, this 6th day of October, 2017.

/s/ Marta Novoa

MARTA NOVOA, Counsel for Petitioner
NATIONAL LABOR RELATIONS BOARD,
REGION 20
901 MARKET STREET, SUITE 400
SAN FRANCISCO, CA 94103

³³ *See, e.g., Kaynard v. Palby Lingerie, Inc.*, 625 F.2d 1047, 1054 (2d Cir. 1980).

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Attorneys for Petitioner

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JILL H. COFFMAN, Regional Director of
Region 20 of the National Labor Relations
Board, for and on behalf of the NATIONAL
LABOR RELATIONS BOARD,

Petitioner,

vs.

QUEEN OF THE VALLEY MEDICAL
CENTER,

Respondent.

Civil No.

PETITIONER'S INDEX OF EXHIBITS IN
SUPPORT OF TEMPORARY INJUNCTION
UNDER SECTION 10(j) OF THE NATIONAL
LABOR RELATIONS ACT, AS AMENDED
[29 U.S.C. SECTION 160(j)]

INDEX OF EXHIBITS

- 1) Exhibit A Consolidated Complaint and Notice of Hearing in Case Nos. 20-CA-191739, 20-CA-196271, 20-CA-197402, and 20-CA-197403 issued on May 31, 2017 (Consolidated Complaint)
- 2) Exhibit B Amendment to Consolidated Complaint issued on June 15, 2017
- 3) Exhibit C Second Amendment to Consolidated Complaint issued on July 24, 2017

- 1 4) Exhibit D (1) Original Charge in Board Case 20-CA-191739 filed on January
2 20, 2017;
- 3 (2) First-amended Charge in Board Case 20-CA-191739 filed on
4 February 1, 2017;
- 5 (3) Second-amended Charge in Board Case 20-CA-191739 filed
6 on February 14, 2017;
- 7 (4) Original Charge in Board Case 20-CA-196271 filed on April 3,
8 2017;
- 9 (5) Original Charge in Board Case 20-CA-197402 filed on April
10 21, 2017; and
- 11 (6) Original Charge in Board Case 20-CA-197403 filed on April
12 21, 2017.
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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20**

QUEEN OF THE VALLEY MEDICAL CENTER

and

**Cases 20-CA-191739
20-CA-196271
20-CA-197402
20-CA-197403**

**NATIONAL UNION OF HEALTHCARE
WORKERS (NUHW)**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT
AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 20-CA-191739, 20-CA-196271, 20-CA-197402, and 20-CA-197403, which are based on charges filed by National Union of Healthcare Workers (NUHW or Union) against Queen of the Valley Medical Center (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations and alleges that Respondent has violated the Act as described below.

1. The charges in this matter were filed by the Union on the dates set forth in the following table, and copies were served on Respondent by regular mail on the dates indicated.

Case Number	Amendment	Date Filed	Date Served
20-CA-191739	N/A	January 20, 2017	January 24, 2017

Exhibit A

Order Consolidating Cases, Consolidated Complaint and
 Notice of Hearing
 20-CA-191739, 20-CA-196271, et al.

20-CA-191739	First Amended	February 1, 2017	February 2, 2017
20-CA-191739	Second Amended	February 14, 2017	February 16, 2017
20-CA-196271	N/A	April 3, 2017	April 5, 2017
20-CA-197402	N/A	April 21, 2017	April 24, 2017
20-CA-197403	N/A	April 21, 2017	April 24, 2017

2. (a) At all material times, Respondent has been a California public corporation with offices and places of business located at 1000 Trancas Street, 980 Trancas Street, 3448 Villa Lane, and 3421 Villa Lane in Napa, California and has been engaged in the business of operating an acute care hospital providing inpatient and outpatient medical care.

(b) During the calendar year ending December 31, 2016, Respondent, in conducting its business operations described above in subparagraph 2(a), derived gross revenues in excess of \$250,000.

(c) During the period of time described above in subparagraph 2(b), Respondent, in conducting its business operations described above in subparagraph 2(a), purchased and received at its facilities in Napa, California products, goods, and materials valued in excess of \$5,000 directly from points outside the State of California.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and has been a health care institution within the meaning of Section 2(14) of the Act.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

Order Consolidating Cases, Consolidated Complaint and
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5. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Niell Barker	--	Director, Pharmacy
John Bibby	--	Vice President, Human Resources, St. Joseph Health
Bill Candella	--	Director, Employee Advocacy & Labor Relations, St. Joseph Health
Jill Gruetter	--	Business Agent, Human Resources
Stacy Guck	--	Manager, Sterile Processing Department
Bruce Kevin Herring	--	Director, Environmental Services (EVS)
Kathy Hutchison	--	Representative, Human Resources
Ralf Jeworoski	--	Manager, Operating Room
Diane Kriegel	--	Interim Director, Surgical Services
Elizabeth LuPriore	--	Interim Manager, Surgical Services
Shanay Marquez	--	Supervisor, Outpatient Laboratory
Sherri Roe	--	EVS Supervisor
Olive Romero	--	Administrative Director, Laboratory/Pathology
Donna Schelling	--	Director, Human Resources
Janette Taylor	--	Manager, Patient Access Services
Harold Young	--	EVS Supervisor

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6. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All nonprofessional employees, including technical employees, employed at Respondent's facilities located at 1000 Trancas Street, 980 Trancas Street, 3448 Villa Lane, and 3421 Villa Lane in Napa, California; but excluding all other employees, skilled maintenance employees, business office clerical employees, confidential employees, guards and supervisors, as defined in the Act.

(b) On December 22, 2016, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

(c) On various dates between November 15, 2016 and March 24, 2017, by bargaining with the Union regarding terms and conditions of employment, Respondent recognized the Union as the exclusive collective-bargaining representative of the Unit.

(d) At all times since December 22, 2016, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

7. On or about December 19, 2016, Respondent, by EVS Director Herring, at Respondent's 1000 Trancas Street facility, threatened employees with unspecified reprisals for engaging in Union activities.

8. (a) On or about March 28, 2017, Respondent, by Human Resources Director Schelling and Laboratory/Pathology Administrative Director Romero, at Respondent's 1000 Trancas Street facility, denied the request of its employee Jennifer Mini to be represented by the Union during an interview.

(b) Respondent's employee Jennifer Mini had reasonable cause to believe that the interview described above in subparagraph 8(a) would result in disciplinary action being taken against her.

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(c) On or about March 28, 2017, Respondent, by Laboratory/Pathology Administrative Director Romero, at Respondent's 1000 Trancas Street facility, conducted the interview described above in subparagraph 8(a) with its employee Jennifer Mini, even though Respondent denied the employee's request for Union representation.

9. Respondent, by EVS Director Herring, at Respondent's 1000 Trancas Street facility:

(a) On or about November 7, 2016, changed the work schedule of its EVS Department employee Miguel Arroyo from an evening shift to a day shift;

(b) On or about November 11, 2016, removed its EVS Department employee Rene Frogge from her fixed work assignment in Linen.

10. On or about March 17, 2017, Respondent, by Human Resources Director Schelling, Interim Director of Surgical Services Kriegel, and Manager of Sterile Processing Department Guck, at Respondent's 1000 Trancas Street facility:

(a) Changed the work schedules of employees in the Sterile Processing Department;

(b) Changed the shift start time of its employee Martha McNelis.

11. Respondent engaged in the conduct described above in paragraphs 9 and 10 because the named employees of Respondent assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

12. On or about March 24, 2017, Respondent withdrew its recognition of the Union as the exclusive collective-bargaining representative of the Unit.

13. On or about April 3, 2017, Respondent ceased allowing the Union to use meeting rooms at Respondent's 1000 Trancas Street and 3448 Villa Lane facilities.

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14. On or about April 23, 2017, Respondent, by Human Resources Director Schelling, rescinded the parties' agreement dated February 17, 2017 regarding the temporary closure of the kitchen and cafeteria at Respondent's 1000 Trancas Street facility.

15. (a) The subjects set forth in paragraphs 10, 13 and 14 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(b) Respondent engaged in the conduct described above in paragraphs 10, 13 and 14 without affording the Union an opportunity to bargain with Respondent with respect to this conduct and without first bargaining with the Union to agreement or a good-faith impasse.

16. (a) Since about December 15, 2016, the Union has requested, by email to Human Resources Director Schelling and Director of Employee Advocacy and Labor Relations Candella, that Respondent furnish the Union with the following information:

(i) How long it has been the case that there have been two designated linen positions at Respondent;

(ii) On what date was the linen position Rene Frogge previously held first posted;

(iii) Job descriptions for the linen positions, including the job description for the linen position previously held by Frogge, as well as the new job description for the new linen position;

(iv) Any evidence that the workload in linen has decreased drastically in the past 2-3 months; and

(v) Any Respondent policies which cover linen handling and laundry, including any staff trainings.

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(b) Since about January 24, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph 16(a).

17. (a) Since about January 24, 2017, the Union has requested, orally to Director of Employee Advocacy and Labor Relations Candella, Human Resources Business Agent Greutter, EVS Director Herring, Human Resources Business Agent Hutchison, and Human Resources Director Schelling, that Respondent furnish the Union with information that would justify Respondent's changes to scheduling in the EVS Department.

(b) Since about January 24, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph 17(a).

18. (a) Since about January 10, 2017, the Union has requested, by email to Human Resources Director Schelling and Director of Employee Advocacy and Labor Relations Candella, that Respondent furnish the Union with the following information:

(i) Information regarding bargaining unit members. For each member of the bargaining unit represented by the Union, please provide the following:

- (1) Gender;
- (2) Race/Ethnicity;
- (3) Shift differential pay rate and/or premiums and wage differentials in lieu of benefits;
- (4) Benefited status (e.g., benefited or non-benefited);
- (5) Health insurance coverage level (e.g., employee only, employee plus spouse, employee plus children, family);
- (6) The number of hours worked by pay code (e.g., straight time, overtime) during the past 12 months;

- (1) Retirement;
- (2) Health Coverage;
- (3) Dental Coverage;
- (4) Vision Coverage;
- (5) Life Insurance; and
- (6) Long Term Disability.

(vii) Bargaining-Unit Non-Work Hours. Please provide the total annual hours for the following items for 2014, 2015, and 2016:

- (1) PTO and/or vacation
- (2) Sick Leave and/or Extended Sick Leave
- (3) Education Leave

(viii) Staffing Matrix. Please provide staffing matrices and the numbers of staff by classification for each shift and work station.

(ix) Employee Turnover. Please provide:

(1) The total number of staff hired, terminated and remaining during 2014, 2015, and 2016; and

(2) The employee turnover rates for 2014, 2015, and 2016.

(x) Health and Safety Information. Please provide:

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(1) A copy of the OSHA 200/300 logs and unedited Sharps Injury Log for each of the past three years; and

(2) The current Blood Borne Pathogen Control Plan and Injury and Illness Prevention Plan.

(xi) Registry/Temporary Personnel. Please provide:

(1) The number of Registry personnel utilized during 2014, 2015, and 2016; and

(2) Expenditures on Registry/Temporary and other supplemental personnel during 2014, 2015, and 2016 by classification.

(b) Since about March 1, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph 18(a).

19. (a) Since about March 3, 2017, the Union has requested, by email to Interim Director Surgical Services Kriegel, evidence to support Respondent's asserted operational need for shifting employee Martha McNelis' start time.

(b) Since about March 6, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph 19(a).

20. Since about March 21, 2017, the Union has requested that Respondent furnish the following information:

(a) By email to Pharmacy Director Barker and Human Resources Director Schelling:

(i) How management will ensure that all employees are properly trained to perform these new duties;

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(ii) How employees are supposed to manage these additional duties given their already overwhelming workload;

(iii) If it is [Respondent's] intention to rotate all [technicians];

(iv) If the plan is to rotate one [technician] per shift to cover [medicine] reconciliation duties, or assign an additional employee per shift; and

(v) If the rotation will happen by seniority.

(b) By email to Human Resources Director Schelling and EVS Director Herring:

(i) The introductory period policy for Respondent;

(ii) The probationary period policy for Respondent; and

(iii) Any policies or procedures regarding discipline or termination for Respondent.

- (c) By email to Patient Access Services Manager Taylor and Human Resources Director Schelling:

(i) Any policies Respondent has on file which deal with productivity;

(ii) Any documents or guidelines explaining how productivity is calculated.

(d) Since about March 21, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraphs 20(a), 20(b), and 20(c).

21. The information requested by the Union as described in paragraphs 16, 17, 18, 19, and 20 is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

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22. By the conduct described above in paragraphs 7 and 8, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

23. By the conduct described above in paragraphs 9, 10, and 11, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

24. By the conduct described above in paragraphs 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

25. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, General Counsel seeks all relief as may be just and proper to remedy the unfair labor practices alleged herein, and in addition thereto, the General Counsel seeks the following special remedies:

(1) In order to fully remedy the unfair labor practices set forth above in paragraphs 7 through 21, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's Human Resources Director Donna Schelling read the Notice to employees at Respondent's 1000 Trancas Street and 3448 Villa Lane facilities during work time in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the

Order Consolidating Cases, Consolidated Complaint and
Notice of Hearing
20-CA-191739, 20-CA-196271, et al.

Notice to employees during work time at Respondent's 1000 Trancas Street and 3448 Villa Lane facilities in the presence of Respondent's supervisors and agents named in paragraph 5 above.

(2) As part of a remedy for the unfair labor practices alleged above in paragraphs 7 through 21, the General Counsel seeks an Order requiring that Respondent allow the Union reasonable access to its bulletin boards and all places where notices to employees are customarily posted.

(3) As part of the remedy for the unfair labor practices alleged above in paragraphs 7 through 21, the General Counsel seeks an Order requiring Respondent adhere to a bargaining schedule setting forth regular intervals and hours for bargaining;

(4) As part of a remedy for the unfair labor practices alleged above in paragraphs 7 through 21, the General Counsel seeks an order requiring Respondent to bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before June 14, 2017, or postmarked on or before June 13, 2017**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users

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that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.


NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on at 9:00 a.m. on August 7, 2017, in the Natalie Allen Courtroom, 901 Market Street, Suite 400 (Fourth Floor), San Francisco, California 94103 and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached

Order Consolidating Cases, Consolidated Complaint and
Notice of Hearing
20-CA-191739, 20-CA-196271, et al.

Form NLRB-4668. The procedure to request a postponement of the hearing is described in the
attached Form NLRB-4338.

Dated: May 31, 2017



JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20**

QUEEN OF THE VALLEY MEDICAL CENTER

and

**Cases 20-CA-191739
20-CA-196271
20-CA-197402
20-CA-197403**

**NATIONAL UNION OF HEALTHCARE
WORKERS (NUHW)**

AMENDMENT TO CONSOLIDATED COMPLAINT

A Consolidated Complaint and Notice of Hearing in the above-captioned cases issued on May 31, 2017. IT IS ORDERED, pursuant to Section 102.17 of the Board's Rules and Regulations that the remedies requested in the above-referenced Complaint starting on page 12, be replaced with the remedies requested below:

WHEREFORE, General Counsel seeks all relief as may be just and proper to remedy the unfair labor practices alleged herein, and in addition thereto, the General Counsel seeks the following specific remedies:

(1) In order to fully remedy the unfair labor practices set forth above in paragraphs 22 through 25, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's Human Resources Director Donna Schelling read the Notice to employees at Respondent's 1000 Trancas Street and 3448 Villa Lane facilities during work time in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the

EXHIBIT B

Amendment to Consolidated Complaint
20-CA-191739, 20-CA-196271, et al.

Notice to employees during work time at Respondent's 1000 Trancas Street and 3448 Villa Lane facilities in the presence of Respondent's supervisors and agents named in paragraph 5 above.

(2) As part of the remedy for the unfair labor practices alleged above in paragraph 23, the General Counsel seeks an Order requiring Respondent make whole Miguel Arroyo, Rene Frogge, and employees in the Sterile Processing Department, including Martha McNelis, for wages and other benefits lost and reasonable consequential damages incurred as a result of Respondent's unlawful conduct.

(3) As part of a remedy for the unfair labor practices alleged above in paragraph 24, the General Counsel seeks an Order requiring that Respondent:

- a. Allow the Union reasonable access to its bulletin boards and all places where notices to employees are customarily posted;
- b. Restore the status quo prior to Respondent's withdrawal of recognition and unilateral changes, including restoration of Union access to Respondent's facilities;
- c. Adhere to a bargaining schedule setting forth regular intervals and hours for bargaining that is for no less than 24 hours per month and 6 hours per bargaining session;
- d. Bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit.
- e. Make whole employees in the Sterile Processing Department, including Martha McNelis for wages and other benefits lost and reasonable consequential damages incurred as a result of Respondent's unlawful conduct.

Amendment to Consolidated Complaint
20-CA-191739, 20-CA-196271, et al.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Amendment to Consolidated Complaint. The answer must be **received by this office on or before June 29, 2017, or postmarked on or before June 28, 2017.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

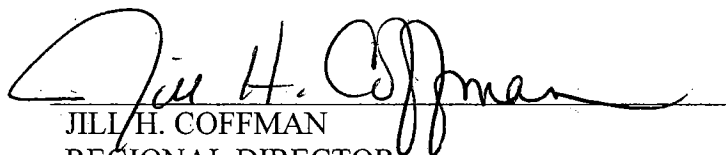
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on

Amendment to Consolidated Complaint
20-CA-191739, 20-CA-196271, et al.

each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Amendment are true.

Dated: June 15, 2017

A handwritten signature in black ink, appearing to read "Jill H. Coffman", is written over a horizontal line.

JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20**

QUEEN OF THE VALLEY MEDICAL CENTER

and

**Case 20-CA-191739
20-CA-196271
20-CA-197402
20-CA-197403**

**NATIONAL UNION OF HEALTHCARE
WORKERS (NUHW)**

SECOND AMENDMENT TO CONSOLIDATED COMPLAINT

A Consolidated Complaint and Notice of Hearing in the above-captioned cases issued on May 31, 2017. An Amendment to Consolidated Complaint in the above-captioned cases issued on June 15, 2017. IT IS ORDERED, pursuant to Section 102.17 of the Board's Rules and Regulations that paragraph 12 of the Consolidated Complaint is amended to allege as follows:

12. (a) On or about March 24, 2017, Respondent withdrew its recognition of the Union as the exclusive collective-bargaining representative of the Unit.

(b) In the alternative to the allegation in subparagraph 12(a) above,

(i) On various dates between November 15, 2016 and March 24, 2017, the Union, by letters and emails and in meetings, requested that Respondent recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

(ii) Since at least March 24, 2017, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

EXHIBIT C

Second Amendment to Consolidated Complaint
Cases 20-CA-191739, 20-CA-196271, et al.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before August 7, 2017, or postmarked on or before August 6, 2017.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on

Second Amendment to Consolidated Complaint
Cases 20-CA-191739, 20-CA-196271, et al.

each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Dated: July 24, 2017

A handwritten signature in black ink, appearing to read "Jill H. Coffman", is written over a horizontal line.

JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Attachments

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

20-CA-191739

Date Filed

1/20/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer Queen of the Valley Medical Center		b. Tel. No. 707-252-4411 x2135	
		c. Cell No. 707-299-0768	
		f. Fax No. 707-257-4079	
d. Address (Street, city, state, and ZIP code) 1000 Trancas St. Napa, CA 94558		e. Employer Representative Donna Schelling, Director of Human Resources	
		g. e-Mail donna.schelling@stjoe.org	
		h. Number of workers employed Approx. 420	
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital		j. Identify principal product or service Healthcare	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(1), 8(a)(3) and 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the last six months and continuing to date, the employer, by and through its agents, has interfered with, restrained and/or coerced employees in the exercise of the rights guaranteed in Section 7 of the Act, by conduct including (1) discrimination against employees, including Renee Frogee, because they have openly supported unionization and NUHW, and (2) making unlawful unilateral changes in the EVS department regarding schedules, shifts, and other working conditions.			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) National Union of Healthcare Workers (NUHW)			
4a. Address (Street and number, city, state, and ZIP code) 5801 Christie St., Ste. 525 Emeryville CA 94608		4b. Tel. No. 510-834-2009	
		4c. Cell No.	
		4d. Fax No. 510-834-2019	
		4e. e-Mail	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By <u>Latika Malkani</u> Latika Malkani, Attorney (signature of representative or person making charge) (Print/type name and title or office, if any)		Tel. No. 510-452-5000	
		Office, if any, Cell No.	
		Fax No. 510-452-5004	
		e-Mail lmalkani@sl-employmentlaw.com	
Address Siegel LeWitter Malkani 1939 Harrison St. #307, Oakland 94612		1/5/17 (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Inquiry ID 1-1880046181

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT D1 1064

ORIGINAL

RECEIVED
NLRB R-20
1-20-2017

INTERNET
FORM NLRB-501
(2-08)
FIRST AMENDED CHARGE AGAINST EMPLOYER

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

DO NOT WRITE IN THIS SPACE

Case
20-CA-191739

Date Filed
2/1/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Queen of the Valley Medical Center		b. Tel. No. 707-252-4411 x2135
		c. Cell No. 707-299-0768
		f. Fax No. 707-257-4079
d. Address (Street, city, state, and ZIP code) 1000 Trancas St. Napa, CA 94558	e. Employer Representative Donna Schelling, Director of Human Resources	g. e-Mail donna.schelling@stjoe.org
		h. Number of workers employed Approx. 420
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(1), 8(a)(3) and 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months and continuing to date, the employer, by and through its agents, has interfered with, restrained and/or coerced employees in the exercise of the rights guaranteed in Section 7 of the Act, by conduct including (1) discrimination against employees, including Renee Frogee, because they have openly supported unionization and NUHW, and (2) making unlawful unilateral changes in the EVS department regarding schedules, shifts, and other working conditions, and (3) failing to timely provide to the Union information that is necessary and relevant to the Union's ability to fulfill its duties and responsibilities. Charging Party requests interim relief under Section 10(j) of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

National Union of Healthcare Workers (NUHW)

4a. Address (Street and number, city, state, and ZIP code)

5801 Christie St., Ste. 525
Emeryville CA 94608

RECEIVED
NLRB, REG. 1920

2017 FEB -1 PM 4:01

SAN FRANCISCO, CA

4b. Tel. No. 510-834-2009

4c. Cell No.

4d. Fax No. 510-834-2019

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Latika Malkani
(Signature of representative or person making charge)

Latika Malkani, Attorney

(Print/type name and title or office, if any)

Tel. No. 510-452-5000

Office, if any, Cell No.

Fax No. 510-452-5004

e-Mail

lmalkani@sl-employmentlaw.com

Siegel LeWitter Malkani 1939 Harrison St. #307, Oakland 94612 2/1/2017
Address (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1063

EXHIBIT D2

ORIGINAL

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

SECOND AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
20-CA-191739Date Filed
2/14/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Queen of the Valley Medical Center		b. Tel. No. 707-252-4411 x2135
		c. Cell No. 707-299-0768
		f. Fax No. 707-257-4079
d. Address (Street, city, state, and ZIP code) 1000 Trancas St. Napa, CA 94558	e. Employer Representative Donna Schelling, Director of Human Resources	g. e-Mail donna.schelling@stjoe.org
		h. Number of workers employed Approx. 420
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(1), 8(a)(3) and 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

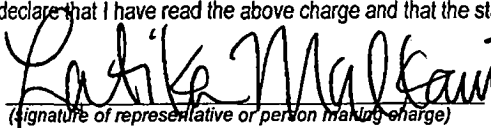
Within the last six months and continuing to date, the employer, by and through its agents, has interfered with, restrained and/or coerced employees in the exercise of the rights guaranteed in Section 7 of the Act, by conduct including (1) discrimination against employees, including Renee Frogee, because they have openly supported unionization and NUHW; (2) making unlawful unilateral changes in the EVS department regarding schedules, shifts, and other working conditions; (3) intimidating and threatening employees, including Renee Frogee with reprisals; and (4) failing to timely provide to the Union information that is necessary and relevant to the Union's ability to fulfill its duties and responsibilities. Charging Party requests interim relief under Section 10(j) of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

National Union of Healthcare Workers (NUHW)

4a. Address (Street and number, city, state, and ZIP code) 5801 Christie St., Ste. 525 Emeryville CA 94608	4b. Tel. No. 510-834-2009
	4c. Cell No.
	4d. Fax No. 510-834-2019
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. 510-452-5000
By  (signature of representative or person making charge)	Latika Malkani, Attorney (Print/type name and title or office, if any)	Office, if any, Cell No.
		Fax No. 510-452-5004
		e-Mail lmalkani@sl-employmentlaw.com
Address Siegel LeWitter Malkani 1939 Harrison St. #307, Oakland 94612 2/14/2017 (date)		

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT D3

ORIGINAL

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
20-CA-196271Date Filed
4/3/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer Queen of the Valley Medical Center		b. Tel. No. 707-252-4411 x2135	
		c. Cell No. 707-299-0768	
		f. Fax No. 707-257-4079	
d. Address (Street, city, state, and ZIP code) 1000 Trancas St. Napa, CA 94558		e. Employer Representative Donna Schelling, Director of Human Resources	
		g. e-Mail donna.schelling@stjoe.org	
		h. Number of workers employed Approx. 420	
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital		j. Identify principal product or service Healthcare	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the last six months and continuing to date, the employer, by and through its agents, has violated the Act by conduct including the following: (1) The Employer has failed to furnish to the Union requested information, including wage and benefit information, that is necessary and relevant to the Union's ability to fulfill its bargaining obligations; and (2) The Employer has threatened to withdraw and has withdrawn recognition from the Union; and (3) The Employer threatened to stop bargaining in good faith with, and now refuses to bargain in good faith with, the Union including for first contract bargaining. Charging Party requests interim relief under Section 10(y) of the Act.			
3. Full name of party filing charge (If labor organization, give full name, including local name and number) National Union of Healthcare Workers (NUHW)			
4a. Address (Street and number, city, state, and ZIP code) 5801 Christie St., Ste. 525 Emeryville CA 94608		4b. Tel. No. 510-834-2009	
		4c. Cell No.	
		4d. Fax No. 510-834-2019	
		4e. e-Mail	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) SAN FRANCISCO, CA			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By <u>Latika Malkani</u> (signature of representative or person making charge)		Tel. No. 510-452-5000	
Latika Malkani, Attorney (Print/type name and title or office, if any)		Office, if any, Cell No.	
		Fax No. 510-452-5004	
Address Siegel LeWitter Malkani 1939 Harrison St. #307, Oakland 94612		e-Mail lmalkani@sl-employmentlaw.com	
		4/3/2017 (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Inquiry ID 1-1939039381

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1067

EXHIBIT D4

ORIGINAL

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**

Case

20-CA-197402

Date Filed

4/21/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Queen of the Valley Medical Center		b. Tel. No. 707-252-4411 x2135
		c. Cell No. 707-299-0768
		f. Fax No. 707-257-4079
d. Address (Street, city, state, and ZIP code) 1000 Trancas St. Napa, CA 94558	e. Employer Representative Donna Schelling, Director of Human Resources	g. e-Mail donna.schelling@stjoe.org
		h. Number of workers employed Approx. 420
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(1) and 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months and continuing to date, the employer, by and through its agents, has interfered with, restrained and/or coerced employees in the exercise of the rights guaranteed in Section 7 of the Act, by conduct including denying Jennifer Mini her Weingarten rights to representation, making unilateral changes to the terms and conditions of employment, withdrawing recognition from the Union, and interfering with the Union's right to representation.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

National Union of Healthcare Workers (NUHW)

4a. Address (Street and number, city, state, and ZIP code)5801 Christie St., Ste. 525
Emeryville CA 94608**4b. Tel. No.**

510-834-2009

4c. Cell No.**4d. Fax No.**

510-834-2019

4e. e-Mail**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)****6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

(signature of representative or person making charge)

Jean Krasilnikoff/Latika Malkani, Attorney

(Print/type name and title or office, if any)

Tel. No.

510-452-5000

Office, if any, Cell No.**Fax No.**

510-452-5004

e-Mail

lmalkani@st-employmentlaw.com

Address Siegel LeWitter Malkani 1939 Harrison St. #307, Oakland 94612

4/21/2017

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**

Inquiry ID 1-1955423751

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to make its processes.

1068

EXHIBIT D5

ORIGINAL

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

20-CA-197403

Date Filed

4/21/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Queen of the Valley Medical Center		b. Tel. No. 707-252-4411 x2135
		c. Cell No. 707-299-0768
		f. Fax No. 707-257-4079
d. Address (Street, city, state, and ZIP code) 1000 Trancas St. Napa, CA 94558	e. Employer Representative Donna Schelling, Director of Human Resources	g. e-Mail donna.schelling@stjoe.org
		h. Number of workers employed Approx. 420
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (1st subsections) 8(a)(3) and 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months and continuing to date, the employer, by and through its agents, has interfered with, restrained and/or coerced employees in the exercise of the rights guaranteed in Section 7 of the Act, by conduct including retaliating and discriminating against employees for union activity, making unilateral changes to the terms and conditions of employment, and withdrawing recognition and/or refusing to bargain with the Union.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

National Union of Healthcare Workers (NUHW)

4a. Address (Street and number, city, state, and ZIP code)

5801 Christie St., Ste. 525
Emeryville CA 94608

4b. Tel. No. 510-834-2009

4c. Cell No.

4d. Fax No. 510-834-2019

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By 
(signature of representative or person making charge)

Jean Krasilnikoff/Latika Malkani, Attorney

(Print/type name and title or office, if any)

Tel. No. 510-452-5000

Office, if any, Cell No.

Fax No. 510-452-5004

e-Mail

lmalkani@sl-employmentlaw.com

Address Siegel LeWitter Malkani 1939 Harrison St. #307, Oakland 94612 4/21/2017
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Inquiry ID 1-1955426211

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to make its processes.

100 EXHIBIT D6 ORIGINAL

CHRISTY J. KWON, CA BAR 217186
MARTA NOVOA, CA BAR 292487, Counsel for Service
National Labor Relations Board, Region 20
901 Market Street, Suite 400
San Francisco, California 94103-1735
Telephone Number: (628) 221-8865
FAX: (415)356-5156
E-mail address: marta.novoa@nlrb.gov

Attorneys for Petitioner

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JILL H. COFFMAN, Regional Director of
Region 20 of the National Labor Relations
Board, for and on behalf of the NATIONAL
LABOR RELATIONS BOARD,

Petitioner,

vs.

QUEEN OF THE VALLEY MEDICAL
CENTER,

Respondent.

Civil No.

DECLARATION OF JILL H. COFFMAN IN
SUPPORT OF EXHIBITS ATTACHED TO
PETITION FOR TEMPORARY INJUNCTION
UNDER SECTION 10(j) OF THE NATIONAL
LABOR RELATIONS ACT, AS AMENDED
[29 U.S.C. SECTION 160(j)] AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF THE
PETITION FOR INJUNCTION

I, Jill H. Coffman, have personal knowledge of the following facts and, if called to
testify, would do so as follows:

1. I am the Regional Director of Region 20 of the National Labor Relations
Board (Board).

2. I am thoroughly familiar with the petition for an injunction in this matter
and the Memorandum in support thereof.

1 3. Between January 20, 2017 and April 21, 2017, National Union of
2 Healthcare Workers (Union) filed the charges 20-CA-191739, 20-CA-196271, 20-CA-
3 197402 and 20-CA-197403, herein called the Consolidated Cases, alleging that
4 Respondent violated Sections 8(a)(1), (3) and (5) of the Act [29 U.S.C. Sec. 158(a)(1),(3)
5 and (5)]. Copies of the Consolidated Charges, included amendments thereto, are attached
6 to the Petition for Injunction Under Section 10(j) of the National Labor Relations Act, as
7 amended [29 U.S.C. Sec. 160(j)] (Petition) as Exhibits D1 through D6. They are also
8 included in the record of the administrative proceeding cited to in the Memorandum of
9 Points and Authorities in Support of Petition for Injunction (Memorandum) and included
10 in the exhibits in support of the Memorandum.

11 4. The Consolidated Cases were referred to me as Regional Director for
12 Region 20 for investigation. Following an investigation of the matter, I determined that
13 there is reasonable cause to believe that the charges are true and that Respondent has
14 violated Section 8(a)(1), (3) and (5) of the Act [29 U.S.C. Sec. 158(a)(1),(3) and (5)].

15 5. On May 31, 2017, I issued a Consolidated Complaint and Notice of
16 Hearing in the Consolidated Cases, charging that Respondent violated Section 8(a)(1), (3)
17 and (5) of the Act [29 U.S.C. Sec. 158(a)(1),(3) and (5)]. An Amendment to the
18 Consolidated Complaint issued on June 15, 2017, and a Second Amendment to the
19 Consolidated Complaint issued on July 24, 2017. Copies of the Consolidated Complaint
20 and amendments thereto are attached to the Petition as Exhibits A, B, and C, respectively.
21 They are also included in the record of the administrative proceeding cited to in the
22 Memorandum and included in the exhibits in support of the Memorandum.

23 6. I am familiar with the investigative files of the Consolidated Cases,
24 including affidavits and documentary evidence provided by Union Representative Hilda
25 Poulson. Poulson's affidavits of April 28, 2017 and June 5, 2017 are cited in the
26 Memorandum and included in the exhibits in support of the Memorandum.

27 7. Poulson's affidavits described above in Paragraph 6 come from the
28 Board's official investigative files in the Consolidated Cases, which were maintained in
accordance with the standard Board policy and practice.

1 8. On August 7 through August 11 and August 23 through August 25, 2017,
2 the unfair labor practice hearing in the Consolidated Cases was held before
3 Administrative Law Judge Sharon Steckler. Counsel for the General Counsel, Marta
4 Novoa, has completed her case-in-chief during which Respondent has been represented
5 by counsel and has been afforded the opportunity to call, examine, and cross-examine
6 witnesses, and to introduce into the record documentary or other evidence. A verbatim
7 written transcript of the proceeding thus far has been prepared and all exhibits received
8 into evidence are part of the formal record. The formal record of this hearing, including
9 transcript and exhibits, cited in the Memorandum is included in the exhibits in support of
10 the Memorandum. This record will fully explicate the General Counsel's case regarding
11 the allegations of the Complaint and provide the Court the necessary evidence to
12 determine the "likelihood of success" element which must be considered when
13 determining whether temporary injunctive relief under Section 10(j) of the Act is "just
14 and proper" in this proceeding.

15 9. Under the Board's Rules and Regulations, the Administrative Law Judge
16 presiding over an unfair labor practice hearing may fix a date by which parties may
17 submit post-hearing briefs that is not in excess of 35 days from the time the hearing
18 closes. The Administrative Law Judge has discretion to permit additional time to submit
19 post-hearing briefs pursuant to a party's motion, although Counsel for the General
20 Counsel is directed to object to such motions in Section 10(j) injunction-authorized cases,
21 like this one. Upon submission of briefs, it generally takes an Administrative Law Judge
22 more than a month but less than a year to issue his or her decision. Upon issuance of an
23 Administrative Law Judge decision, parties have 28 days to file Exceptions (i.e., an
24 appeal) to the Administrative Law Judge's decision, unless granted an extension of time
25 by the Board upon a motion. Upon the filing of Exceptions, the responding party has 14
26 days to file Cross-Exceptions to the Administrative Law Judge's decision. Then, each
27 party receives 14 days to file an Answering Brief to the Exceptions or Cross-Exceptions,
28 and then another 14 days for the Reply Brief to each respective Answering Brief. Once
briefing to the Board is concluded, it may take the Board several months to issue its
decision and order, sometimes years. Altogether, even if there are no delays, it may take
the Board a year or more to render a final decision in the Consolidated Cases underlying

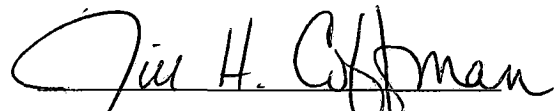
1 this proceeding. Given the inherent delays in the administrative proceeding, even if no
2 motions for extensions of time are granted, the Board authorizes Counsel for the General
3 Counsel to seek temporary injunctive relief in appropriate cases, such as this one.

4 10. The Board has reviewed the allegations and evidence obtained during the
5 investigation underlying the Consolidated Cases, and upon reviewing the evidence under
6 the prism of the Ninth Circuit standard for granting injunctive relief, authorized me to
7 seek temporary injunctive relief to protect the Board's remedial powers in this case.

8 11. All exhibits in support of the Petition and Memorandum are true and
9 correct copies of the documents so identified.

10 I declare under penalty of perjury under the Laws of the United States of America that the
11 foregoing is true and correct to the best of my knowledge and belief.

12 DATED AT San Francisco, California, this 26th day of September, 2017.

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15 Jill H. Coffman, Regional Director
16 National Labor Relations Board
17 Region 20
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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JILL H. COFFMAN, Regional Director of
Region 20 of the National Labor Relations
Board, for and on behalf of the NATIONAL
LABOR RELATIONS BOARD,

Petitioner,

vs.

QUEEN OF THE VALLEY MEDICAL
CENTER,

Respondent.

Civil No.

[PROPOSED]

TEMPORARY INJUNCTION

This case came to be heard upon the Petition of Petitioner Jill H. Coffman, Regional Director of Region 20 of the National Labor Relations Board (the Board), for and on behalf of the Board, for a temporary injunction pursuant to Section 10(j) of the National Labor Relations Act, as amended [29 U.S.C. § 160(j)] (the Act), pending the final disposition of the matters herein involved now pending before said Board, and upon the issuance of an Order to Show Cause why injunctive relief should not be granted as prayed in said Petition. All parties

1 were afforded full opportunity to be heard, and the Court, upon consideration of the pleadings,
2 evidence, briefs, arguments of counsel, and the entire record in the case, finds and concludes
3 that, in the underlying administrative proceeding in Board Cases 20-CA-191739, 20-CA-
4 196271, 20-CA-197402, and 20-CA-197403, there is a likelihood that Petitioner will establish
5 that Queen of the Valley Medical Center (Respondent), has engaged in, and is engaging in, acts
6 and conduct in violation of Section 8(a)(1), (3), and (5) of the Act [29 U.S.C. § 158(a)(1), (2),
7 and (3)] affecting commerce within the meaning of Section 2, subsections (6) and (7) of the Act
8 [29 U.S.C. § 152(6) and (7)], and that in balancing the equities in this matter, the said violations
9 of the Act will likely be repeated or continued and will irreparably harm Respondent's
10 employees, the National Union of Healthcare Workers (the Union), and the public interest, and
11 will thwart the purposes and policies of the Act, unless enjoined.
12

13
14 Now, therefore, upon the entire record, it is hereby

15 ORDERED, ADJUDGED AND DECREED that, pending the final disposition of
16 the matters now pending before the Board, Respondent, its officers, representatives, supervisors,
17 agents, servants, employees, attorneys and all persons acting on its behalf or in participation
18 with it, be, and they hereby are, enjoined and restrained from:
19

20 (a) Making changes to employees' terms and conditions of
21 employment in retaliation for their Union activities or affiliation;

22 (b) Refusing to recognize and bargain in good faith with the Union in
23 the following unit:

24 All of Respondent's nonprofessional employees, including technical employees,
25 employed at Respondent's facilities located at 1000 Trancas Street, 980 Trancas
26 Street, 3448 Villa Lane, and 3421 Villa Lane in Napa, California; but excluding
27 all other employees, skilled maintenance employees, business office clerical
28 employees, confidential employees, guards and supervisors, as defined in the Act.

1 (c) Refusing to abide by the parties' signed agreement governing
2 Respondent's temporary kitchen and cafeteria closure;

3 (d) Unilaterally instituting changes in employees' terms and
4 conditions of employment without first providing the Union with advanced notice and an
5 opportunity to bargain over the changes;

6 (e) Refusing to provide the Union with requested, relevant
7 information;

8 (f) Denying employees their right to have a Union representative
9 represent them at an investigatory meeting they reasonably believe could lead to discipline, and;

10 (g) In any other like or related manner interfering with, restraining, or
11 coercing employees in the exercise of their Section 7 rights.
12

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pending the
14 final disposition of the matter herein now pending before the Board, Respondent, its officers,
15 representatives, supervisors, agents, servants, employees, attorneys and all persons acting on its
16 behalf or in participation with it, shall take the following affirmative steps within five days of
17 the issuance of the Court's order:
18

19 (a) Offer Miguel Arroyo his previous work schedule, to restore him
20 to his shift and department that he held before November 2016, displacing any employee who
21 had taken his former position and shift, if necessary;

22 (b) Recognize the Union as the exclusive collective-bargaining
23 representative of employees in the following unit:
24

25 All nonprofessional employees, including technical employees, employed at
26 Respondent's facilities located at 1000 Trancas Street, 980 Trancas Street, 3448
27 Villa Lane, and 3421 Villa Lane in Napa, California; but excluding all other
28

employees, skilled maintenance employees, business office clerical employees, confidential employees, guards and supervisors, as defined in the Act;

(c) Bargain collectively and in good faith with the Union as the exclusive representative of the employees in the Unit with respect to wages, hours, and other terms and conditions of employment;

(d) Honor the parties' signed agreement governing Respondent's temporary kitchen and cafeteria closure;

(e) Upon the Union's request, rescind any and all unilaterally implemented changes to employees' terms and conditions of employment and restore the status quo ante prior to Respondent's withdrawal of recognition and unilateral changes;

(f) Restore the Union's access to Respondent's facility and work schedules;

(g) Provide the Union with requested, relevant information;

(h) Permit employees to have a Union representative represent them in investigatory meetings they reasonably believe would lead to disciplinary action;

(i) Post copies of the District Court's opinion and order at its facilities in Napa, California, in all places where notices to its employees are customarily posted; maintain these postings during the Board's administrative proceeding free from all obstructions and defacements; grant all employees free and unrestricted access to said postings; and grant to agents of the Board reasonable access to its facilities to monitor compliance with this posting requirement;

(j) Within ten (10) days of the issuance of the District Court's order, hold a mandatory meeting or meetings, during work time at a time scheduled to ensure maximum employee attendance, at which the District Court's Order is to be read to the

1 employees by a responsible management official in the presence of a Board Agent, or at
2 Respondent's option, by a Board Agent in the presence of a responsible management official;
3 and

4 (k) Within fifteen (15) days of the issuance of the District Court's
5 Decision and Order, file with the District Court and serve upon the Regional Director of Region
6 20 of the Board, a sworn affidavit from a responsible official describing with specificity the
7 manner in which Respondent has complied with the terms of the Court's decree, including the
8 locations of the posted Court order.
9

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this case shall
11 remain on the docket of this Court and on compliance by Respondent with its obligations
12 undertaken hereto, and upon disposition of the matters pending before the Board, the Petitioner
13 shall cause this proceeding to be dismissed.
14

15 IT IS SO ORDERED at San Francisco, California, this ____ day of _____,
16 2017.

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19 _____
20 United States District Judge
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Attorneys for Petitioner

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JILL H. COFFMAN, Regional Director of
Region 20 of the National Labor Relations
Board, for and on behalf of the NATIONAL
LABOR RELATIONS BOARD,

Petitioner,

vs.

QUEEN OF THE VALLEY MEDICAL
CENTER,

Respondent.

Civil No. 3:17-cv-5575

[PROPOSED]

ORDER TO SHOW CAUSE

The Petition and Administrative Complaint of Petitioner Jill H. Coffman, Regional Director of Region 20 of the National Labor Relations Board (the Board), having been filed in this Court pursuant to Section 10(j) of the National Labor Relations Act, as amended [29 U.S.C. § 160(j)] (the Act), praying for an order directing Queen of the Valley Medical Center (Respondent) to show cause why a temporary injunction should not be granted as prayed for in said petition pending the final disposition of the administrative matters

herein involved now pending before said Board in Board Cases 20-CA-191739, 20-CA-196271, 20-CA-197402, and 20-CA-197403, and good cause appearing therefore,

IT IS ORDERED that Respondent appear before this Court at the United States Court house in San Francisco, California, on the _____ day of _____, 2017, at _____ .m., or as soon thereafter as counsel can be heard, and then and there show cause, if any there be, why, pending the final disposition of the administrative proceeding now pending before the Board in Board Cases 20-CA-191739, 20-CA-196271, 20-CA-197402, and 20-CA-197403, Respondent, its officers, representatives, supervisors, agents, servants, employees, attorneys, and all persons acting on its behalf or in participation with it, should not be temporarily enjoined and restrained under Section 10(j) of the Act, as prayed in said Petition; and

IT IS FURTHER ORDERED that Respondent file an Answer to the allegations of said Petition, together with any affidavits, declarations, and exhibits in support of said Answer that are limited to the issue of the equitable necessity of injunctive relief, with the Clerk of this Court, and serve copies thereof upon Petitioner at his office located at 901 Market Street, Suite 400, San Francisco, California, to be received on or before _____ p.m., the _____ day of _____, 2017, and that Petitioner may file a Reply and serve rebuttal affidavits, declarations, and exhibits at least _____ day(s) before the hearing. Pursuant to Rule 7-5 of the Local Rules of this Court and pursuant to the Order of this Court, the evidence shall consist of the record of the administrative hearing, as well as affidavits or declarations. No oral testimony will be heard unless otherwise ordered by the Court; and

IT IS FURTHER ORDERED that service of copies of this Order, together with copies of the Petition, be made forthwith upon Respondent or upon its counsel of record in Board Cases 20-CA-191739, 20-CA-196271, 20-CA-197402, and 20-CA-197403 in any manner

provided in the Federal Rules of Civil Procedure, for the United States District Courts, by
electronic filing or by certified mail, and that proof of such service be filed with the Court.

ORDERED this ____ day of _____, 2017, at San Francisco,
California.

United States District Judge

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MARTA NOVOA, CA BAR 292487, Counsel for Service
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San Francisco, California 94103-1735
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E-mail address: marta.novoa@nlrb.gov

Attorneys for Petitioner

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JILL H. COFFMAN, Regional Director of
Region 20 of the National Labor Relations
Board, for and on behalf of the NATIONAL
LABOR RELATIONS BOARD,

Petitioner,

vs.

QUEEN OF THE VALLEY MEDICAL
CENTER,

Respondent.

Civil No.

PETITION FOR TEMPORARY INJUNCTION
UNDER SECTION 10(j) OF THE NATIONAL
LABOR RELATIONS ACT, AS AMENDED
[29 U.S.C. SECTION 160(j)]

To the Honorable Judges of the United States District Court, Northern District of
California:

Comes now Petitioner Jill H. Coffman, Regional Director of Region 20 of the
National Labor Relations Board (the Board), and petitions this Court, for and on behalf of
the Board, pursuant to Section 10(j) of the National Labor Relations Act, as amended [61
Stat. 149; 73 Stat. 544; 29 U.S.C. § 160 (j)] (the Act), for appropriate temporary

injunctive relief pending the final disposition of the matters herein involved now pending before the Board on a Consolidated Complaint and Notice of Hearing and Amendment to the Consolidated Complaint of the General Counsel of the Board charging Queen of the Valley Medical Center, is engaging in unfair labor practices in violation of Section 8(a)(1), (3) and (5) of the Act [29 U.S.C. § 158(a)(1), (3) and (5)]. In support thereof, Petitioner respectfully shows as follows:

DISTRICT COURT JURISDICTION

Jurisdiction of the Court is invoked pursuant to Section 10(j) of the Act, which provides, *inter alia*, that the Board shall have power, upon issuance of a complaint charging that any person has engaged in unfair labor practices, to petition any United States district court within any district wherein the unfair labor practices in question are alleged to have occurred or wherein such person resides or transacts business, for appropriate temporary injunctive relief or restraining order pending final disposition of the matter by the Board. 29 U.S.C. § 160 (j)

BOARD'S PROCEDURAL HISTORY

1. Petitioner is the Regional Director of Region 20 of the Board, an agency of the United States Government, and files this petition for and on behalf of the Board, which has authorized the filing of this petition.

2. (a) On January 20, 2017, the National Union of Healthcare Workers (the Union), filed a charge in Board Case 20-CA-191739 alleging that Respondent is engaged in unfair labor practices in violation of Section 8(a)(1), (3), and (5) of the Act.

(b) On February 1, 2017, the Union filed a first amended charge in Board Case 20-CA-191739 alleging that Respondent is engaged in unfair labor practices in violation of Section 8(a)(1), (3), and (5) of the Act.

(c) On February 14, 2017, the Union filed a second amended charge in Board Case 20-CA-191739 alleging that Respondent is engaged in unfair labor practices in violation of Section 8(a)(1), (3), and (5) of the Act.

(d) On April 3, 2017, the Union filed a charge in Board Case 20-CA-196271 alleging that Respondent is engaged in unfair labor practices in violation of Section 8(a)(5) of the Act.

(e) On April 21, 2017, the Union filed a charge in Board Case 20-CA-197402 alleging that Respondent is engaged in unfair labor practices in violation of Section 8(a)(1) and (5) of the Act.

(f) On April 21, 2017, the Union filed a charge in Board Case 20-CA-197403 alleging that Respondent is engaged in unfair labor practices in violation of Section 8(a)(3) and (5) of the Act.

3. The aforesaid charges were referred to Petitioner as Regional Director of Region 20 of the Board.

4. Upon investigation, Petitioner determined that there is reasonable cause to believe that the Section 8(a)(1), (3), and (5) allegations in the aforesaid charges are true.

5. On May 31, 2017, June 15, 2017, and July 24, 2017, Petitioner, as Regional Director of Region 20 of the Board upon the charges in Board Cases 20-CA-191739, 20-CA-196271, 20-CA-197402, and 20-CA-197403, and pursuant to Section 10(b) of the Act [29 U.S.C. § 160(b)], issued a Consolidated Complaint and Notice of

Hearing (Complaint), an Amendment to Consolidated Complaint (Amendment to Complaint), and a Second Amendment to Consolidated Complaint, respectively, against Respondent alleging, *inter alia*, that Respondent is engaging in unfair labor practices in violation of Section 8(a)(1), (3) and (5) of the Act.¹

6. A hearing on the allegations of the Complaint, the Amendment to Complaint, and Second Amendment to Complaint commenced on August 7, 2017 and continued to August 11, 2017 before recessing and reconvening on August 23, 2017 through August 25, 2017. The hearing is scheduled to resume on October 11, 2017 and consecutive dates as necessary until the hearing is completed.

7. Pursuant to Rule 10(c) of the Federal Rules of Civil Procedure, true copies of the aforesaid Complaint (Exhibit A),² Amendment to Complaint (Exh. B), Second Amendment to Complaint (Exhibit C), and the original and amended charges in Board Cases 20-CA-191739, 20-CA-196271, 20-CA-197402, and 20-CA-197403 (Exh. D1, D2, D3, D4, D5, and D6), are attached hereto and are incorporated herein as though fully set forth.

STRONG LIKELIHOOD OF SUCCESS ON THE MERITS

9. There is a strong likelihood that, in the underlying administrative proceeding in Board Cases 20-CA-191739, 20-CA-196271, 20-CA-197402, and 20-CA-197403, Petitioner will establish that the allegations set forth in the Complaint are true and that Respondent engaged in, and is engaging in, unfair labor practices in violation of

¹ The Complaint alleges additional violations of Section 8(a)(1) and (3) of the Act for which this Petition does not seek relief. *See* Exh. A at paragraphs 7 and 9(b).

² All references to exhibits are labeled “Exh.” followed by the paragraph number.

1 Section 8(a)(1), (3), and (5) of the Act. More specifically, and as more particularly
2 described in the Complaint attached hereto, Petitioner alleges that there is a strong
3 likelihood that Petitioner will establish the following allegations which are the subject of
4 this petition:

5 (a) Respondent has been a California public corporation with
6 offices and places of business located at 1000 Trancas Street, 980 Trancas Street, 3448
7 Villa Lane, and 3421 Villa Lane in Napa, California, and has been engaged in the
8 business of operating an acute care hospital providing inpatient and outpatient medical
9 care. (Exh. A at paragraph 2(a))

11 (b) The Union has been a labor organization within the
12 meaning of Section 2(5) of the Act. (Exh. A at paragraph 4)

14 (c) At all material times, the following individuals held the
15 following positions and have been supervisors of Respondent within the meaning of
16 Section 2(11) of the Act and/or agents of Respondent within the meaning of Section
17 2(13) of the Act:

18 (i) Niell Barker, Director Pharmacy

19 (ii) John Bibby, Vice President Human Resources, St.
20 Joseph Health

21 (iii) Bill Candella, Director Employee Advocacy &
22 Labor Relations, St. Joseph Health

23 (iv) Jill Gruetter, Business Agent, Human Resources

24 (v) Stacy Guck, Manager, Sterile Processing
25 Department
26
27
28

(vi) Bruce Kevin Herring, Director, Environmental Services (EVS)

(vii) Kathy Hutchison, Representative, Human Resources

(viii) Ralf Jeworoski, Manager, Operating Room

(ix) Diane Kriegel, Interim Director, Surgical Services

(x) Elizabeth LuPriore, Interim Manager, Surgical Services

(xi) Shanay Marquez, Supervisor, Outpatient Laboratory

(xii) Sherri Roe, EVS Supervisor

(xiii) Olive Romero, Administrative Director, Laboratory/Pathology

(xiv) Donna Schelling, Director, Human Resources

(xv) Janette Taylor, Manager, Patient Access Services

(xvi) Harold Young, EVS Supervisor

(Exh. A at paragraph 5)

(d) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All nonprofessional employees, including technical employees, employed at Respondent's facilities located at 1000 Trancas Street, 980 Trancas Street, 3448 Villa Lane, and 3421 Villa Lane in Napa, California; but excluding all other employees, skilled maintenance employees, business office clerical employees, confidential employees, guards

and supervisors, as defined in the Act. (Exh. A at paragraph 6(a))

(e) On December 22, 2016, the Board certified the Union as the exclusive collective-bargaining representative of the Unit and since that date, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit. (Exh. A at paragraphs 6(b) and 6(d))

(f) On various dates between November 15, 2016 and March 24, 2017, by bargaining with the Union regarding terms and conditions of employment, Respondent recognized the Union as the exclusive collective-bargaining representative of the Unit. (Exh. A at paragraph 6(c))

(g) At all times since December 22, 2016, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit. (Exh. A at paragraph 6(d))

DISCRIMINATION AGAINST UNION SUPPORTERS AND UNILATERAL SCHEDULE CHANGE

(h) On or about November 7, 2016, Respondent, by Kevin Bruce Herring, at Respondent's 1000 Trancas Street facility, changed the work schedule of its EVS Department employee Miguel Arroyo from an evening shift to a day shift. (Exh. A at paragraph 9(a))

(i) On or about March 17, 2017, Respondent, by Donna Schelling, Diane Kriegel, and Stacy Guck, at Respondent's 1000 Trancas Facility, changed the work schedules of employees in the Sterile Processing Department and

changed the start time of its employee Martha McNelis. (Exh. A at paragraphs 10(a) and 10(b))

(j) Respondent engaged in the conduct described above in paragraphs 9(h) and 9(i) because the named employees of Respondent assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities. (Exh. A at paragraph (11))

(k) The subjects set forth above in paragraph 9(i) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining. (Exh. A at paragraph 15(a))

(l) Respondent engaged in the conduct described above in paragraph 9(i) without affording the Union an opportunity to bargain with Respondent with respect to this conduct and without first bargaining with the Union to agreement or a good-faith impasse. (Exh. A at paragraph 15(b))

WITHDRAWAL OF RECOGNITION AND REFUSAL TO BARGAIN

(m) On about March 24, 2017, Respondent withdrew its recognition of the Union as the exclusive collective-bargaining representative of the Unit. (Exh. C at paragraph 12, amending Exh. A at paragraph 12)

(n) In the alternative to the allegation in paragraph 9(m) above:

(i) On various dates between November 15, 2016, and March 24, 2017, the Union, by letters and emails and in meetings, requested that Respondent recognize it as the exclusive collective-bargaining representative of the Unit

and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit. (Exh. C at paragraph 12(b)(i))

(ii) Since at least March 24, 2017, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit. (Exh. C at paragraph 12(b)(ii))

DENIAL OF BARGAINING UNIT EMPLOYEE'S RIGHT TO REPRESENTATION UNDER WEINGARTEN

(o) On about March 28, 2017, Respondent, by Donna Schelling and Olive Romero, at Respondent's 1000 Trancas Street facility, denied the request of its Unit employee Jennifer Mini to be represented by the Union during an interview. (Exh. A at paragraph 8(a))

(p) Respondent's employee Jennifer Mini had reasonable cause to believe that the interview described above in paragraph 9(o) would result in disciplinary action being taken against her. (Exh. A at paragraph 8(b))

(q) On or about March 28, 2017, Respondent, by Olive Romero, at Respondent's 1000 Trancas Street facility, conducted the interview described above in paragraph 9(k) with its employee Jennifer Mini, even though Respondent denied the employee's request for Union representation. (Exh. A at paragraph 8(c))

MORE UNILATERAL CHANGES AND RESCISSION OF AGREEMENT

(r) On or about April 3, 2017, Respondent ceased allowing the Union to use meeting rooms at Respondent's 1000 Trancas Street and 3448 Villa Lane facilities. (Exh. A at paragraph 13)

(s) On or about April 23, 2017, Respondent, by Donna Schelling, rescinded the parties' agreement dated February 17, 2017, regarding the

temporary closure of the kitchen and cafeteria at Respondent's 1000 Trancas Street facility (Exh. A at paragraph 14).

(t) The subjects set forth above in paragraphs 9(r) and 9(s) relate to wages, hours, and other terms and conditions of employment of the Unit, and are mandatory subjects for the purposes of collective bargaining. (Exh. A at paragraph 15(a))

(u) Respondent engaged in the conduct described above in paragraphs 9(r) and 9(s) without affording the Union an opportunity to bargain with Respondent with respect to this conduct and without first bargaining with the Union to agreement or a good-faith impasse. (Exh. A at paragraph 15(b))

REFUSAL TO FURNISH UNION WITH REQUESTED INFORMATION

(v) Since about December 15, 2016, the Union has requested, by email to Human Resources Director Schelling and Director of Employee Advocacy and Labor Relations Candella, that Respondent furnish the Union with the following information:

(i) How long it has been the case that there have been two designated linen positions at Respondent;

(ii) On what date was the linen position Rene Frogge previously held first posted;

(iii) Job descriptions for the linen positions, including the job description for the linen position previously held by Frogge, as well as the new job description for the new linen position;

(iv) Any evidence that the workload in linen has decreased drastically in the past 2-3 months; and

(v) Any Respondent policies which cover linen handling and laundry, including any staff trainings. (Exh. A at paragraph 16(a))

(w) Since about January 24, 2017, the Union has requested, orally to Director of Employee Advocacy and Labor Relations Candella, Human Resources Business Agent Greutter, EVS Director Herring, Human Resources Business Agent Hutchison, and Human Resources Director Schelling, that Respondent furnish the Union with information that would justify Respondent's changes to scheduling in the EVS Department. (Exh. A at paragraph 17(a))

(x) Since about January 24, 2017, Respondent has failed and refused to furnish the Union with the information described above in paragraphs 9(v) and 9(w). (Exh. A at paragraphs 16(b) and 17(b)).

(y) Since about January 10, 2017, the Union has requested, by email to Human Resources Director Schelling and Director of Employee Advocacy and Labor Relations Candella, that Respondent furnish the Union with the following information:

(i) Information regarding bargaining unit members. For each member of the bargaining unit represented by the Union, please provide the following:

(A) Gender;

(B) Race/Ethnicity;

(C) Shift differential pay rate and/or premiums
and wage differentials in lieu of benefits;

(D) Benefited status (e.g., benefited or non-
benefited);

(E) Health insurance coverage level (e.g.,
employee only, employee plus spouse, employee plus children, family);

(F) The number of hours worked by pay code
(e.g., straight time, overtime) during the past 12 months;

(G) Seniority date;

(H) Date of birth;

(I) Home address;

(J) Home telephone number;

(K) Cell phone number; and

(L) E-mail address.

(ii) Personnel Handbooks and Regulations: Please provide
copies of any personnel handbooks, written rules, regulations, policies or procedures
governing bargaining-unit employees, including those applicable to particular
departments, work units, or shifts.

(iii) Health and Welfare Benefits: Please provide:

(A) A copy of current Plan Document and
Summary Plan Description for each plan available to bargaining-unit members;

(B) Monthly premiums for each coverage level
(Employee Only, Employee Plus Child, Employee Plus Spouse, Family);

1 (C) Monthly premium contributions required
2 from a full-time and part-time employee for each coverage level (Employee Only,
3 Employee Plus Child, Employee Plus Spouse, Family); and

4 (D) The number of employees enrolled in each
5 plan and at each coverage level.

6 (iv) Retirement Plans. Please provide: The Audited
7 Financial Statement and Trustees' Report for the three most recent years available for
8 each plan.

9 (v) Cost of Benefits to Employer. Please provide the
10 total annual costs to the Employer for 2014, 2015, and 2016 for:

- 11 (A) Retirement;
12 (B) Health Coverage;
13 (C) Dental Coverage;
14 (D) Vision Coverage;
15 (E) Life Insurance; and
16 (F) Long Term Disability.

17 (vi) Bargaining-Unit Work Hours and Payroll. Please
18 provide the total annual hours and total annual payroll for the bargaining unit for 2014
19 and 2015 in aggregate and by classification.

20 (vii) Bargaining-Unit Non-Work Hours. Please provide
21 the total annual hours for the following items for 2014, 2015, and 2016:

- 22 (A) PTO and/or vacation;
23 (B) Sick Leave and/or Extended Sick Leave; and
24
25
26
27
28

(C) Education Leave.

(viii) Staffing Matrix. Please provide staffing matrices and the numbers of staff by classification for each shift and work station.

(ix) Employee Turnover. Please provide:

(A) The total number of staff hired, terminated and remaining during 2014, 2015, and 2016; and

(B) The employee turnover rates for 2014, 2015, and 2016.

(x) Health and Safety Information. Please provide:

(A) A copy of the OSHA 200/300 logs and unedited Sharps Injury Log for each of the past three years; and

(B) The current Blood Borne Pathogen Control Plan and Injury and Illness Prevention Plan.

(xi) Registry/Temporary Personnel. Please provide:

(A) The number of Registry personnel utilized during 2014, 2015, and 2016; and

(B) Expenditures on Registry/Temporary and other supplemental personnel during 2014, 2015, and 2016 by classification. (Exh. A at paragraph 18(a))

(z) Since about March 1, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph 18(a). (Exh. A at paragraph 18(b))

1 (aa) Since about March 3, 2017, the Union has requested, by
2 email to Diane Kriegel, evidence to support Respondent's asserted operational need for
3 shifting employee MarthaMcNelis' start time. (Exh. A at paragraph 19(a).

4 (bb) Since about March 6, 2017, Respondent has failed and
5 refused to furnish the Union with the information requested by it as described above in
6 paragraph 9(aa). (Exh. A at paragraph 19(b).

7 (cc) Since about March 21, 2017, the Union has requested that
8 Respondent furnish the following information:
9

10 (i) By email to Pharmacy Director Barker and Human
11 Resources Director Schelling:
12

13 (A) How management will ensure that all
14 employees are properly trained to perform these new duties;
15

16 (B) How employees are supposed to manage
17 these additional duties given their already overwhelming workload;

18 (C) If it is [Respondent's] intention to rotate all
19 [technicians];
20

21 (D) If the plan is to rotate one [technician] per
22 shift to cover [medicine] reconciliation duties, or assign an additional employee per shift;
23 and

24 (E) If the rotation will happen by seniority.

25 (ii) By email to Human Resources Director Schelling
26 and EVS Director Herring:
27

(A) The introductory period policy for Respondent;

(B) The probationary period policy for Respondent; and

(C) Any policies or procedures regarding discipline or termination for Respondent.

(iii) By email to Patient Access Services Manager Taylor and Human Resources Director Schelling:

(A) Any policies Respondent has on file which deal with productivity; and

(B) Any documents or guidelines explaining how productivity is calculated. (Exh. A at paragraph 20(a) through (c))

(dd) Since about March 21, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 9(cc). (Exh. A at paragraph 20(d))

(ee) The information requested by the Union as described above in paragraphs 9(v) through (dd) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit. (Exh. A at paragraph 21)

ALLEGED VIOLATIONS OF THE ACT

(ff) By the conduct described above in paragraphs 9(o) through (q), Respondent has been interfering with, restraining, and coercing employees in exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act. (Exh. A at paragraph 22)

(gg) By the conduct described above in paragraphs 9(h) through (j), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act. (Exh. A at paragraph 23)

(hh) By the conduct described above in paragraphs 9(i), (k) through (n), and (r) through (ee), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act. (Exh. A at paragraph 24)

(ii) The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act. (Exh. A at paragraph 25)

INJUNCTIVE RELIEF IS JUST AND PROPER

10. It may fairly be anticipated that, unless enjoined, Respondent will continue to repeat the act and conduct set forth in subparagraphs 9(e) through 9(hh), or similar or like acts in violation of Section 8(a)(1), (3) and (5) of the Act.

11. Upon information and belief, it is submitted that unless the aforesaid flagrant unfair labor practices are immediately enjoined and appropriate injunctive relief granted, Respondent's violations of the Act will continue, with the result that enforcement of important provisions of the Act and of the public policy will be frustrated

before Respondent can be placed under legal restraint through the administrative procedures set forth in the Act consisting of a Board Order and an Enforcement Decree of the United States Court of Appeal. It is likely that substantial and irreparable harm will result to Respondent's employees and their statutorily protected right to organize unless the aforesaid unfair labor practices are immediately enjoined and appropriate relief granted. If it becomes necessary to seek enforcement by the Court of Appeals, it may be years before the unlawful conduct is restrained. Unless injunctive relief is immediately obtained, the effectiveness of the Board's final order will likely be nullified, the administrative procedure rendered meaningless, and Respondent will continue in its above-described unlawful conduct during the pendency of the proceedings before the Board. The result of this will be that during this period, the rights of Respondent's employees guaranteed and protected by Section 7 of the Act [29 U.S.C. § 157] to join unions and bargain collectively in good faith through representatives of their choosing will be frustrated and denied. Moreover, Respondent's unlawful implementation of unilateral changes made after the employees had elected the Union as their bargaining representative will convey a message from Respondent to its employees that the Union is powerless to effectively represent them, and that the government is powerless to restrain such unlawful conduct. That impression will intensify as the underlying unfair labor practice proceeding takes its course if the requested interim injunctive relief is not granted. Further, while Respondent is benefitting from its unlawful withdrawal of recognition and refusal to recognize the Union pending Board litigation, the Union employees are contemporaneously and irreparably suffering the loss of the benefits of collective bargaining and representation by the Union. That loss, which goes beyond

wages to include such items as job security and safety and health conditions and advocacy by a Union representative, cannot be made whole by a Board order in due course. Only by requiring Respondent to recognize and bargain with the Union in good faith, as required by the Act, can such irreversible damage to the bargaining process and the employees' Section 7 rights be prevented. Otherwise, Respondent's unlawful conduct can result in permanent injury to the employees' loyalties to the Union that the Board's administrative order in due course will be unable to adequately remedy, Respondent's employees will be denied the right to a free exercise of their vote to choose or not choose a collective-bargaining representative, and their right to engage in union and/or protected activities, and Respondent will reap benefits from its unlawful conduct. Such an outcome disregards the policies of the Act and the public interest.

12. Upon information and belief, it is submitted that, in balancing the equities in this matter, the harm that will be suffered by the Union, the employees, and the public interest, and the purposes and policies of the Act if injunctive relief is not granted greatly outweighs any harm that Respondent may suffer if such injunctive relief is granted.

13. Upon information and belief, to avoid the serious consequences referred to above, it is essential, just and proper, and appropriate for the purposes of effectuating the remedial purposes of the Act and avoiding substantial and irreparable injury to such policies, the public interest, the employees, and the Union, and in accordance with the purposes of Section 10(j) of the Act that, pending final disposition by the Board, Respondent be enjoined and restrained as herein prayed.

WHEREFORE, Petitioner respectfully requests the following:

(1) That the Court issue an order directing Respondent to file an Answer to each of the allegations set forth and referenced in this Petition, and to appear before the Court, at a time and place fixed by the Court, and show cause, if any there be, why, pending final disposition of the matters herein involved, now pending before the Board, Respondent, its officers, representatives, supervisors, agents, servants, employees, attorneys and all persons acting on its behalf or in participation with it, should not be enjoined and restrained from the acts and conduct described above, similar or like acts, or other conduct in violation of Section 8(a)(1), (3) and (5) of the Act, or repetitions thereof, and that the instant Petition be disposed of on the basis of the Board affidavits and without oral testimony, absent further order of the Court.

(2) That the Court issue an order directing Respondent, its officers, representatives, supervisors, agents, servants, employees, attorneys and all persons acting on its behalf or in participation with it, to *cease and desist* from the following acts and conduct, pending the final disposition of the matters involved now pending before the Board:

(a) Making changes to employees' terms and conditions of employment in retaliation for their Union activities or affiliation;

(b) Refusing to recognize and bargain in good faith with the Union in the following unit:

All of Respondent's nonprofessional employees, including technical employees, employed at Respondent's facilities located at 1000 Trancas Street, 980 Trancas Street, 3448 Villa Lane, and 3421 Villa Lane in Napa, California; but excluding all other employees, skilled maintenance employees, business office clerical employees, confidential employees, guards and supervisors, as defined in the Act.

1 (c) Refusing to abide by the parties' signed agreement
2 governing Respondent's temporary kitchen and cafeteria closure;

3 (d) Unilaterally instituting changes in employees' terms and
4 conditions of employment without first providing the Union with advanced notice and an
5 opportunity to bargain over the changes;

6 (e) Refusing to provide the Union with requested, relevant
7 information;

8 (f) Denying employees their right to have a Union
9 representative represent them at an investigatory meeting they reasonably believe could
10 lead to discipline, and;

11 (g) In any other like or related manner interfering with,
12 restraining, or coercing employees in the exercise of their Section 7 rights.

13 (3) That the Court further order Respondent, its officers,
14 representatives, supervisors, agents, servants, employees, attorneys and all persons acting
15 on its behalf or in participation with it, to take the following steps pending the final
16 disposition of the matters herein involved now pending before the Board:

17 (a) Within five days of the issuance of the District Court's
18 Decision and Order,

19 (i) offer Miguel Arroyo his previous work schedule, to
20 restore him to his shift and department that he held before November
21 2016, displacing any employee who had taken his former position and
22 shift, if necessary;

(ii) Recognize the Union as the exclusive collective-bargaining representative of employees in the following unit:

All nonprofessional employees, including technical employees, employed at Respondent's facilities located at 1000 Trancas Street, 980 Trancas Street, 3448 Villa Lane, and 3421 Villa Lane in Napa, California; but excluding all other employees, skilled maintenance employees, business office clerical employees, confidential employees, guards and supervisors, as defined in the Act;

(iii) Bargain collectively and in good faith with the Union as the exclusive representative of the employees in the Unit with respect to wages, hours, and other terms and conditions of employment;

(iv) Honor the parties' signed agreement governing Respondent's temporary kitchen and cafeteria closure;

(v) Upon the Union's request, rescind any or all unilaterally implemented changes to employees' terms and conditions of employment and restore the status quo ante prior to Respondent's withdrawal of recognition and unilateral changes;

(vi) Restore the Union's access to Respondent's facility and work schedules;

(vii) Provide the Union with requested, relevant information;

(viii) Permit employees to have a Union representative represent them in investigatory meetings they reasonably believe would lead to disciplinary action;

(ix) Post copies of the District Court's opinion and order at its facilities in Napa, California, in all places where notices to its employees are

1 customarily posted; maintain these postings during the Board's administrative proceeding
2 free from all obstructions and defacements; grant all employees free and unrestricted
3 access to said postings; and grant to agents of the Board reasonable access to its facilities
4 to monitor compliance with this posting requirement;

5 (b) Within ten (10) days of the issuance of the District Court's
6 order, hold a mandatory meeting or meetings, during work time at a time scheduled to
7 ensure maximum employee attendance, at which the District Court's Order is to be read
8 to the employees by a responsible management official in the presence of a Board Agent,
9 or at Respondent's option, by a Board Agent in the presence of a responsible
10 management official;
11

12 (c) Within fifteen (15) days of the issuance of the District
13 Court's Decision and Order, file with the District Court and serve upon the Regional
14 Director of Region 20 of the Board, a sworn affidavit from a responsible official
15 describing with specificity the manner in which Respondent has complied with the terms
16 of the Court's decree, including the locations of the posted Court order.
17

18 (4) That upon return of said Order to Show Cause, the Court issue an
19 order enjoining and restraining Respondent as prayed and in the manner set forth in
20 Petitioner's proposed temporary injunction lodged herewith.
21

22 (5) That the Court grant such other and further temporary relief that
23 may be deemed just and proper.
24

25 Pursuant to Local Rule 7-6 of the Local Rules of the Court, Petitioner does not
26 desire oral testimony at the hearing and estimates that the amount of time required for the
27 hearing will be one hour.
28

DATED AT San Francisco, California, this 26th day of September, 2017.

/s/ Marta Novoa

MARTA NOVOA
Attorney for Petitioner
NATIONAL LABOR RELATIONS BOARD
901 MARKET STREET, SUITE 400
SAN FRANCISCO, CA 94103

**U.S. District Court
California Northern District (Oakland)
CIVIL DOCKET FOR CASE #: 4:17-cv-05575-YGR**

Coffman v. Queen of the Valley Medical Center
Assigned to: Judge Yvonne Gonzalez Rogers
Case in other court: Ninth Circuit Court of Appeals, 17-17413
Cause: 29:160(1) National Labor Relations Act

Date Filed: 09/26/2017
Jury Demand: None
Nature of Suit: 720 Labor: Labor/Mgt.
Relations
Jurisdiction: U.S. Government Plaintiff

Petitioner

Jill H. Coffman

*Regional Director of Region 20 of the
National Labor Relations Board, for and
on behalf of the NATIONAL LABOR
RELATIONS BOARD*

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V.

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Date Filed	#	Docket Text
09/26/2017	<u>1</u>	PETITION <i>for Temporary Injunction under Section 10(j) of the National Labor Relations Act</i> against Queen of the Valley Medical Center (). Filed by National Labor Relations Board. (Attachments: # <u>1</u> Appendix Index of Exhibits, # <u>2</u> Exhibit In Support of Petition for Temporary Injunction, # <u>3</u> Declaration In support of Petition for Temporary Injunction, # <u>4</u> Proposed Order Granting Petition for Temporary Injunction, # <u>5</u> Proposed Order To Show Cause)(Novoa, Marta) (Filed on 9/26/2017) (Entered: 09/26/2017)
09/26/2017	<u>2</u>	Memorandum of Points and Authorities in Support of re <u>1</u> Petition for Temporary Injunction Under Section 10(j) of the NLRA filed by National Labor Relations Board. (Attachments: # <u>1</u> Appendix Index of Exhibits in Support of Memorandum of Points and Authorities, # <u>2</u> Exhibit A in Support of Memorandum of Points and Authorities, # <u>3</u> Exhibit B part 1 in Support of Memorandum of Points and Authorities, # <u>4</u> Exhibit B part 2 in Support of Memorandum of Points and Authorities, # <u>5</u> Exhibit B part 3 in Support of Memorandum of Points and Authorities, # <u>6</u> Exhibit B part 4 in Support of Memorandum of Points and Authorities, # <u>7</u> Exhibit C in Support of Memorandum of Points and Authorities, # <u>8</u> Exhibit D part 1 in Support of Memorandum of Points and Authorities, # <u>9</u> Exhibit D part 2 in Support of Memorandum of Points and Authorities, # <u>10</u> Exhibit E in Support of Memorandum of Points and Authorities, # <u>11</u> Exhibit F in Support of Memorandum of Points and Authorities, # <u>12</u> Exhibit G in Support of Memorandum of Points and Authorities)(Related document(s) <u>1</u>) (Novoa, Marta) (Filed on 9/26/2017) Modified on 9/27/2017 (cpS, COURT STAFF). (Entered: 09/26/2017)
09/26/2017	<u>3</u>	First ADMINISTRATIVE MOTION Order to Try Petition for Temporary Injunction on Administrative Hearing Record and Affidavits re <u>1</u> Petition, <i>for Temporary Injunction under Section 10(j) of the National Labor Relations Act</i> filed by National Labor Relations Board. Responses due by 10/2/2017. (Attachments: # <u>1</u> Declaration In Support of Motion to Try Petition on Administrative Hearing Record and Affidavits, # <u>2</u> Proposed Order To Try Petition on Administrative Hearing Record and Affidavits)(Novoa, Marta) (Filed on 9/26/2017) (Entered: 09/26/2017)
09/26/2017	<u>4</u>	Civil Cover Sheet by National Labor Relations Board <i>Petition for Temporary Injunction under Section 10(j) of the National Labor Relations Act</i> . (Novoa, Marta) (Filed on 9/26/2017) (Entered: 09/26/2017)
09/26/2017	<u>5</u>	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by National Labor Relations Board.. (Novoa, Marta) (Filed on 9/26/2017) (Entered: 09/26/2017)
09/26/2017	<u>6</u>	Proposed Summons. (Novoa, Marta) (Filed on 9/26/2017) (Entered: 09/26/2017)
09/26/2017	<u>7</u>	NOTICE of Appearance by Marta Isabel Novoa <i>Designation of Counsel Christy Kwon for Purpose of E-Filing Notifications</i> (Novoa, Marta) (Filed on 9/26/2017) (Entered: 09/26/2017)
09/27/2017	<u>8</u>	Proof of Service for Petition for 10(j) Temporary Injunction, supporting documents, and other initiating documents <i>Field Attorney Tracy Clark</i> served on Queen of the

		Valley Medical Center on September 26, 2017, filed by National Labor Relations Board. (Novoa, Marta) (Filed on 9/27/2017) Modified on 9/27/2017 (cpS, COURT STAFF). (Entered: 09/27/2017)
09/27/2017	<u>9</u>	Case assigned to Judge Yvonne Gonzalez Rogers. Counsel for plaintiff or the removing party is responsible for serving the Complaint or Notice of Removal, Summons and the assigned judge's standing orders and all other new case documents upon the opposing parties. For information, visit <i>E-Filing A New Civil Case</i> at http://cand.uscourts.gov/ecf/caseopening . Standing orders can be downloaded from the court's web page at www.cand.uscourts.gov/judges . Upon receipt, the summons will be issued and returned electronically. Counsel is required to send chambers a copy of the initiating documents pursuant to L.R. 5-1(e)(7). A scheduling order will be sent by Notice of Electronic Filing (NEF) within two business days. (haS, COURT STAFF) (Filed on 9/27/2017) (Entered: 09/27/2017)
09/27/2017	<u>10</u>	NOTICE of Appearance by Ellen Marie Bronchetti and Philip Shecter (Bronchetti, Ellen) (Filed on 9/27/2017) (Entered: 09/27/2017)
09/28/2017	<u>11</u>	Initial Case Management Scheduling Order with ADR Deadlines: This case is assigned to a judge who participates in the Cameras in the Courtroom Pilot Project. See General Order 65 and http://cand.uscourts.gov/cameras Case Management Statement due by 1/1/2018. Initial Case Management Conference set for 1/8/2018 02:00 PM. (Attachments: # <u>1</u> Notice of Eligibility for Video Recording)(cpS, COURT STAFF) (Filed on 9/28/2017) (Entered: 09/28/2017)
09/28/2017	<u>12</u>	Summons Issued as to Queen of the Valley Medical Center. (cpS, COURT STAFF) (Filed on 9/28/2017) (Entered: 09/28/2017)
09/28/2017	<u>13</u>	ADMINISTRATIVE MOTION Order to Shorten Time re <u>1</u> Petition, <i>for Temporary Injunction under Section 10(j) of the National Labor Relations Act</i> filed by Jill H. Coffman. Responses due by 10/4/2017. (Attachments: # <u>1</u> Declaration In Support of Motion to Shorten Time, # <u>2</u> Proposed Order to Shorten Time)(Novoa, Marta) (Filed on 9/28/2017) Modified on 9/28/2017 (fs, COURT STAFF). (Entered: 09/28/2017)
09/28/2017	<u>14</u>	Proof of Service for Standing Orders, Summons, CMC Order, Motion to Shorten Time, Decl in Support of Motion, Proposed Order to Shorten Time served on Kathy Flossman, Queen of the Valley Medical Center Agent for Service of Process; Ellen Bronchetti, Counsel; Philip Shecter, Counsel on September 28, 2017, filed by Jill H. Coffman. (Novoa, Marta) (Filed on 9/28/2017) Modified on 9/29/2017 (cpS, COURT STAFF). (Entered: 09/28/2017)
09/29/2017	<u>15</u>	Opposition to Order to Show Cause re <u>1</u> Petition, filed by Queen of the Valley Medical Center. (Attachments: # <u>1</u> Proposed Order)(Bronchetti, Ellen) (Filed on 9/29/2017) Modified on 10/1/2017 (cpS, COURT STAFF). (Entered: 09/29/2017)
10/02/2017	<u>16</u>	OPPOSITION/RESPONSE (re <u>13</u> ADMINISTRATIVE MOTION Order to Shorten Time re <u>1</u> Petition, <i>for Temporary Injunction under Section 10(j) of the National Labor Relations Act</i>) filed by Queen of the Valley Medical Center. (Attachments: # <u>1</u> Proposed Order)(Bronchetti, Ellen) (Filed on 10/2/2017) (Entered: 10/02/2017)
10/02/2017	<u>17</u>	OPPOSITION/RESPONSE (re <u>3</u> First ADMINISTRATIVE MOTION Order to Try Petition for Temporary Injunction on Administrative Hearing Record and Affidavits re <u>1</u> Petition, <i>for Temporary Injunction under Section 10(j) of the National Labor Relations Act</i>) filed by Queen of the Valley Medical Center. (Attachments: # <u>1</u> Declaration Bronchetti, # <u>2</u> Exhibit A-H to Bronchetti Declaration, # <u>3</u> Exhibit I-R to Bronchetti Declaration, # <u>4</u> Proposed Order)(Bronchetti, Ellen) (Filed on 10/2/2017) (Entered: 10/02/2017)
10/04/2017	<u>18</u>	CLERK'S NOTICE SETTING TELEPHONE CONFERENCE CALL. Telephone Conference (Dial in call) is set for Thursday, 10/5/2017 10:30 AM before Judge Yvonne Gonzalez Rogers. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (fs, COURT STAFF) (Filed on 10/4/2017) (Entered: 10/04/2017)

10/05/2017	<u>19</u>	Minute Entry for proceedings held before Judge Yvonne Gonzalez Rogers: Telephone Conference held on 10/5/2017.Total Time in Court: 45 minutes. Court Reporter: NOT REPORTED. (fs, COURT STAFF) (Date Filed: 10/5/2017) (Entered: 10/05/2017)
10/05/2017	<u>20</u>	ORDER SETTING SCHEDULING FOR SUBMISSION OF EVIDENCE AND BRIEFING ON PETITION; DENYING ADMINISTRATIVE MOTION FOR ORDER TO SHORTEN TIME AND TO TRY PETITION ON ADMINISTRATIVE RECORD AS MOOT by Judge Yvonne Gonzalez Rogers; denying as moot <u>3</u> Administrative Motion ; denying as moot <u>13</u> Administrative Motion. Petitioner affidavits in support filed 10/6/2017. Respondent Responses due by 10/26/2017. Petitioner file Reply by 10/31/2017. Petition Hearing set for 11/14/2017 02:00 PM in Courtroom 1, 4th Floor, Oakland before Judge Yvonne Gonzalez Rogers. (fs, COURT STAFF) (Filed on 10/5/2017) (Entered: 10/05/2017)
10/05/2017	<u>21</u>	NOTICE of Appearance by Christy Jiwon Kwon (Kwon, Christy) (Filed on 10/5/2017) (Entered: 10/05/2017)
10/06/2017	<u>22</u>	Updated Memorandum of Points and Authorities in Support of Petition for Temporary Injunction <u>1</u> filed byJill H. Coffman. (Attachments: # <u>1</u> Appendix of Exhibits in Support of Updated Memorandum of Points and Authorities, # <u>2</u> Exhibit of Affidavits in Support of Updated Memorandum of Points and Authorities)(Related document(s) <u>1</u>) (Novoa, Marta) (Filed on 10/6/2017) Modified on 10/10/2017 (cpS, COURT STAFF). (Entered: 10/06/2017)
10/11/2017	<u>23</u>	ADMINISTRATIVE MOTION Enlargement of Time to Respond to Petitioner's Petition for Temporary Injunction filed by Queen of the Valley Medical Center. Responses due by 10/16/2017. (Attachments: # <u>1</u> Declaration, # <u>2</u> Exhibit, # <u>3</u> Proposed Order)(Bronchetti, Ellen) (Filed on 10/11/2017) Modified on 10/12/2017 (cpS, COURT STAFF). (Entered: 10/11/2017)
10/13/2017	<u>24</u>	ORDER [*AS MODIFIED BY THE COURT*] by Judge Yvonne Gonzalez Rogers granting <u>23</u> Respondent's Administrative Motion to Enlarge Time to Respond. (fs, COURT STAFF) (Filed on 10/13/2017) (Entered: 10/13/2017)
10/13/2017		Set/Reset Deadlines as to Responses due by 11/2/2017. Replies due by 11/7/2017. Hearing on Petition <u>1</u> is set for 11/21/2017 at specially set time of 10:00 AM in Courtroom 1, 4th Floor, Oakland before Judge Yvonne Gonzalez Rogers. (fs, COURT STAFF) (Filed on 10/13/2017) (Entered: 10/13/2017)
11/02/2017	<u>25</u>	OPPOSITION re <u>1</u> Petition byQueen of the Valley Medical Center. (Attachments: # <u>1</u> Declaration Bronchetti, # <u>2</u> Declaration Candella, # <u>3</u> Exhibit Candella Exhibits – Part 2, # <u>4</u> Declaration David, # <u>5</u> Declaration Garrison, # <u>6</u> Declaration Grageda, # <u>7</u> Declaration Guck, # <u>8</u> Declaration Herring, # <u>9</u> Declaration Kriegel, # <u>10</u> Declaration Roe, # <u>11</u> Declaration Romero, # <u>12</u> Declaration Schelling, # <u>13</u> Declaration Wiley, # <u>14</u> Proposed Order)(Bronchetti, Ellen) (Filed on 11/2/2017) Modified on 11/3/2017 (cpS, COURT STAFF). (Entered: 11/02/2017)
11/07/2017	<u>26</u>	Reply to Opposition to Petition for Injunction under Section 10(j) filed byJill H. Coffman. (Attachments: # <u>1</u> Appendix of Exhibits in Support of Reply to Respondent's Opposition to Petition, # <u>2</u> Exhibit in Support of Reply to Respondent's Opposition to Petition) (Novoa, Marta) (Filed on 11/7/2017) Modified on 11/8/2017 (cpS, COURT STAFF). (Entered: 11/07/2017)
11/14/2017	<u>27</u>	OBJECTIONS to re <u>26</u> Brief by Queen of the Valley Medical Center. (Bronchetti, Ellen) (Filed on 11/14/2017) Modified on 11/15/2017 (vlkS, COURT STAFF). (Entered: 11/14/2017)
11/20/2017	<u>28</u>	NOTICE OF ERRATA re <u>25</u> <i>Declaration of Billy Lee Candella In Support of Respondent's Opposition to Petitioner's Petition for Temporary Injunction Under Section 10(j) of the National Labor Relations Act</i> by Queen of the Valley Medical Center. (Attachments: # <u>1</u> Exhibit K–1 to Notice of Errata)(Bronchetti, Ellen) (Filed on 11/20/2017) Modified on 11/21/2017 (cpS, COURT STAFF). (Entered: 11/20/2017)
11/21/2017	<u>29</u>	NOTICE of Appearance by Ronald John Holland, II (Holland, Ronald) (Filed on 11/21/2017) (Entered: 11/21/2017)

11/21/2017	<u>30</u>	Minute Entry for proceedings held before Judge Yvonne Gonzalez Rogers: Motion Hearing re Petition <u>1</u> held and submitted on 11/21/2017. Total Time in Court: 1:04. Court Reporter: Diane Skillman. (fs, COURT STAFF) (Date Filed: 11/21/2017) (Entered: 11/21/2017)
11/30/2017	<u>31</u>	ORDER GRANTING PETITION FOR INJUNCTION PURSUANT TO SECTION 10(J) OF THE NATIONAL LABOR RELATIONS ACT re <u>1</u> Petition, filed by Jill H. Coffman. Signed by Judge Yvonne Gonzalez Rogers on 11/30/17. (fs, COURT STAFF) (Filed on 11/30/2017) (Entered: 11/30/2017)
12/01/2017	<u>32</u>	NOTICE OF APPEAL to the 9th Circuit Court of Appeals filed by Queen of the Valley Medical Center. Appeal of Order <u>31</u> (Appeal fee of \$505 receipt number 0971-11919297 paid.) (Attachments: # <u>1</u> Certificate/Proof of Service)(Bronchetti, Ellen) (Filed on 12/1/2017) (Entered: 12/01/2017)
12/01/2017	<u>33</u>	USCA Case Number 17-17413 Ninth Circuit Court of Appeals for <u>32</u> Notice of Appeal, filed by Queen of the Valley Medical Center. (cjlS, COURT STAFF) (Filed on 12/1/2017) (Entered: 12/01/2017)
12/01/2017	<u>34</u>	ADMINISTRATIVE MOTION Stay of Injunction Pending Appeal filed by Queen of the Valley Medical Center. Responses due by 12/5/2017. (Attachments: # <u>1</u> Certificate/Proof of Service)(Bronchetti, Ellen) (Filed on 12/1/2017) (Entered: 12/01/2017)
12/04/2017	<u>35</u>	TRANSCRIPT ORDER for proceedings held on 11/21/2017 before Judge Yvonne Gonzalez Rogers by Queen of the Valley Medical Center, for Court Reporter Diane Skillman. (Bronchetti, Ellen) (Filed on 12/4/2017) (Entered: 12/04/2017)
12/04/2017	<u>36</u>	OPPOSITION/RESPONSE (re <u>34</u> ADMINISTRATIVE MOTION Stay of Injunction Pending Appeal) filed by Jill H. Coffman. (Richardson, Joseph) (Filed on 12/4/2017) (Entered: 12/04/2017)
12/05/2017	<u>37</u>	ORDER by Judge Yvonne Gonzalez Rogers denying <u>34</u> Administrative Motion for Stay of Injunction Pending Appeal. (fs, COURT STAFF) (Filed on 12/5/2017) (Entered: 12/05/2017)
12/07/2017	<u>38</u>	Transcript of Proceedings held on November 21, 2017, before Judge Yvonne Gonzalez Rogers. Court Reporter Diane E. Skillman, telephone number 925-899-2812, Diane_Skillman@cand.uscourts.gov. Per General Order No. 59 and Judicial Conference policy, this transcript may be viewed only at the Clerk's Office public terminal or may be purchased through the Court Reporter until the deadline for the Release of Transcript Restriction. After that date it may be obtained through PACER. Any Notice of Intent to Request Redaction, if required, is due no later than 5 business days from date of this filing. (Re <u>35</u> Transcript Order) Release of Transcript Restriction set for 3/7/2018. (Related documents(s) <u>35</u>) (Skillman, Diane) (Filed on 12/7/2017) (Entered: 12/07/2017)
12/13/2017	<u>39</u>	ORDER of USCA: GRANTING Appellants request for a temporary administrative stay of the district courts November 30, 2017 order; District Courts order is temporarily stayed pending this courts resolution of appellants stay motion as to <u>32</u> Notice of Appeal, filed by Queen of the Valley Medical Center (cpS, COURT STAFF) (Filed on 12/13/2017) (Entered: 12/13/2017)
12/19/2017	40	CLERK'S NOTICE VACATING THE MONDAY, JANUARY 8, 2018 AT 2:00 PM CASE MANAGEMENT CONFERENCE. (This is a text-only entry generated by the court. There is no document associated with this entry.) (fs, COURT STAFF) (Filed on 12/19/2017) (Entered: 12/19/2017)